

AGENDA
Special Meeting of the Governing Body of the
Alameda Reuse and Redevelopment Authority

Alameda City Hall
Council Chamber, Room 391
2263 Santa Clara Avenue
Alameda, CA 94501

Tuesday, April 19, 2005
Meeting will begin at 6:00 p.m.
City Hall will open at 5:45 p.m.

- 1. ROLL CALL**
- 2. Public Comment on Non-Agenda Items Only.**

Anyone wishing to address the Board on non-agenda items only, may speak for a maximum of 3 minutes per item.

3. REGULAR AGENDA ITEMS

- 3-A. Study Session of the FY 2005-06 ARRA Budget.
- 3-B. Recommendation to Authorize the Executive Director to Direct P.M. Realty, Acting as Property Manager, to Enter Into a Contract with Courtney Giampolini to Waterproof City Hall West (Building One) in an Amount not to Exceed \$966,650.

4. ADJOURNMENT

Notes:

- Sign language interpreters will be available on request. Please contact the ARRA Secretary, Irma Frankel at 749-5800 at least 72 hours before the meeting to request an interpreter.
- Accessible seating for persons with disabilities (including those using wheelchairs) is available.
- Minutes of the meeting are available in enlarged print.
- Audio tapes of the meeting are available for review at the ARRA offices upon request.



CITY OF ALAMEDA • CALIFORNIA

SPECIAL JOINT MEETING HOUSING AUTHORITY BOARD OF COMMISSIONERS
AND THE ALAMEDA PUBLIC FINANCING AUTHORITY
TUESDAY - - - APRIL 19, 2005 - - - 7:25 P.M.

Location: **Council Chambers**, City Hall, Santa Clara Ave. and Oak St.

Public Participation

Anyone wishing to address the Commission/Board on agenda items or business introduced by Commissioners/Board Members may speak for a maximum of 3 minutes per agenda item when the subject is before the Commission/Board. Please file a speaker's slip with the Deputy City Clerk if you wish to speak on an agenda item.

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA ITEM

1. Public Hearing to consider authorization of Bond issuance and borrowing for refinancing of apartment complexes, and amendment of the Budget to include Rehabilitation Projects and other related refinancing expenses;
 - Adoption of Resolution Authorizing the Issuance, Sale and Delivery of the Alameda Public Financing Authority Multifamily Housing Revenue Refunding Bonds (Eagle Village/Parrot Village Apartments) 2005 Series A, Authorizing the Execution and Delivery of and Approving Bond Documents and Other Related Documents and Approving Other Related Actions in Connection Therewith. **[Alameda Public Financing Authority]; and**
 - Adoption of Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Authorizing the Borrowing of Moneys for the Purpose of Refinancing Multifamily Housing Developments and Authorizing Execution and Delivery of and Approving Bond Documents and Other Related Documents in Connection Therewith. **[Housing Authority Board of Commissioners]**

ADJOURNMENT

Beverly Johnson, Chair
Housing Authority Board of
Commissioners and Alameda Public
Financing Authority



CITY OF ALAMEDA • CALIFORNIA

SPECIAL JOINT MEETING OF THE CITY COUNCIL
AND COMMUNITY IMPROVEMENT COMMISSION
TUESDAY - - - APRIL 19, 2005 - - - 7:27 P.M.

Location: **Council Chambers**, City Hall, Santa Clara Ave. and Oak St.

Public Participation

Anyone wishing to address the Council/Commission on agenda items or business introduced by Councilmembers/Commissioners may speak for a maximum of 3 minutes per agenda item when the subject is before the Council/Commission. Please file a speaker's slip with the Deputy City Clerk if you wish to speak on an agenda item.

ROLL CALL

MINUTES

Minutes of the Special Joint City Council and Community Improvement Commission Meeting held on April 5, 2005.

AGENDA ITEMS

1. Recommendation to approve the Annual Operating and Capital Budget for the Bayport Project.
2. Joint Public Hearing to consider authorizing the City Manager/Executive Director to enter into a Disposition and Development Agreement with Alameda Entertainment Associates, L.P., approval of the 33433 Report, and adoption of a Mitigated Negative Declaration for the Alameda Theater, Cineplex and Parking Structure Project (State Clearinghouse #2004-122-042). **[To be continued to May 3, 2005]**
 - Adoption of Resolution Approving and Authorizing Execution of a Disposition and Development Agreement Between the Community Improvement Commission and Alameda Entertainment Associates, L.P., and Approving Certain Mitigation Measures for the Project and Adopting a Mitigation Monitoring Program. **[Community Improvement Commission]; and**
 - Adoption of Resolution Approving and Authorizing Execution of a Disposition and Development Agreement Between the Community Improvement Commission and Alameda Entertainment Associates, L.P., and Adopting a Mitigated Negative Declaration and Mitigation Monitoring Program. **[City Council]**

ADJOURNMENT

Beverly Johnson, Mayor
Chair, Community Improvement
Commission



CITY OF ALAMEDA • CALIFORNIA

IF YOU WISH TO ADDRESS THE COUNCIL:

1. Please file a speaker's slip with the Deputy City Clerk and upon recognition by the Mayor, approach the podium and state your name; speakers are limited to three (3) minutes per item.
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
3. Applause and demonstration are prohibited during Council meetings.

AGENDA - - - - - REGULAR MEETING OF THE CITY COUNCIL
TUESDAY - - - - - APRIL 19, 2005 - - - - 7:30 P.M.

[Note: Regular Council Meeting convenes at 7:30 p.m., **City Hall, Council Chambers, corner of Santa Clara Ave and Oak St.**]

The Order of Business for City Council Meeting is as follows:

1. Roll Call
2. Agenda Changes
3. Proclamations, Special Orders of the Day and Announcements
4. Consent Calendar
5. Agenda Items
6. Oral Communications, Non-Agenda (Public Comment)
7. Council Communications (Communications from Council)
8. Adjournment

Public Participation

Anyone wishing to address the Council on agenda items or business introduced by Councilmembers may speak for a maximum of 3 minutes per agenda item when the subject is before Council. Please file a speaker's slip with the Deputy City Clerk if you wish to address the City Council.

SPECIAL MEETING OF THE ALAMEDA REUSE AND 6:00 P.M.
REDEVELOPMENT AUTHORITY, CITY COUNCIL CHAMBERS
Separate Agenda

SPECIAL JOINT MEETING OF THE HOUSING AUTHORITY 7:25 P.M.
OF COMMISSIONERS AND ALAMEDA PUBLIC FINANCING AUTHORITY
CITY COUNCIL CHAMBERS
Separate Agenda

SPECIAL JOINT MEETING OF THE CITY COUNCIL AND 7:27 P.M.
COMMUNITY IMPROVEMENT COMMISSION, CITY COUNCIL CHAMBERS
Separate Agenda

1. ROLL CALL - City Council
2. AGENDA CHANGES
3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS
- 3-A. Proclamation declaring April 23, 2005 as Earth Day Alameda 2005.
4. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Council or a member of the public.

- 4-A. Minutes of the Special and Regular City Council Meetings held on April 5, 2005 and the Special City Council Meeting held on April 7, 2005 and April 8, 2005.
- 4-B. Bills for ratification.
- 4-C. Recommendation to approve Agreement with Community Playgrounds, Inc. in the amount of \$98,930 for Leydecker Park Playground Renovation Project.
- 4-D. Recommendation to authorize the Acting City Manager or designee to enter into an agreement for the acquisition of real property from the East Bay Municipal Utility District for \$110,800 plus closing costs.
- 4-E. Recommendation to adopt Specifications and authorize Call for Bids for a Combination Catch Basin/Sewer Cleaning Machine.
- 4-F. Recommendation to approve an increase to the Construction Contract with Golden Bay Construction, Inc., in the amount of \$100,000 using Alameda Power and Telecom funds for the placement of additional cable television and undergrounding of power conduits for Webster Street Renaissance Project, No. P.W. 07-02-07.
- 4-G. Recommendation to authorize the Acting City Manager to use \$201,000 in Measure B ferry reserves for ferry boat repairs.
- 4-H. Adoption of Resolution Preliminarily Approving Annual Report Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of June 21, 2005 Hearing Thereof - Island City Landscaping and Lighting District 84-2.

- 4-I. Adoption of Resolution Preliminarily Approving Annual Report Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of June 21, 2005 Hearing Thereof - Maintenance Assessment District 01-01 (Marina Cove).
- 4-J. Adoption of Resolution Approving Tentative Map, TM04-0004, for a Sixteen Lot Subdivision at Harbor Bay Business Park.
- 4-K. Adoption of Resolution Approving the Association of Bay Area Governments (ABAG) Report "Taming Natural Disasters" as the City of Alameda's Local Hazard Mitigation Plan.
- 4-L. Adoption of Resolution Approving the Application for Land and Water Conservation Fund Estuary Park Project.
- 4-M. Introduction of Ordinance Reclassifying and Rezoning Certain Property within the City of Alameda by Amending Zoning Ordinance No. 1277, N.S., from R-5 (General Residential) Zoning District to C-C (Community Commercial) Zoning District, for that Property Located at 2507 Central Avenue at Everett Street.

5. REGULAR AGENDA ITEMS

- 5-A. Adoption of Resolution Commending Alameda Police Department Sergeant Jon Westmoreland for His Contributions to the City of Alameda.
- 5-B. Public Hearing to consider a recommendation to adopt FY 2005-06 through FY 2009-10 Consolidated Plan, adopt FY 2005-06 Community Development Block Grant (CDBG) Action Plan, amend FY 2004-05 CDBG Action Plan, and authorize the City Manager to negotiate and execute related documents, agreements and modifications; and
 - Recommendation regarding CDBG public service recommendations. [Social Service Human Relations Board]
- 5-C. Final Passage of Ordinance Approving and Authorizing Execution of Lease between the City of Alameda (Lessor) and the County of Alameda (Lessee) for Real Property Located at 1429 Oak Street. [Requires four (4) affirmative votes]

6. ORAL COMMUNICATIONS, NON-AGENDA (Public Comment)

Any person may address the Council in regard to any matter over which the Council has jurisdiction or of which it may take cognizance, that is not on the agenda.

7. COUNCIL COMMUNICATIONS (Communications from Council)
- 7-A. Discussion of the Harbor Bay ferry system. [Councilmember Daysog]
- 7-B. Consideration of Mayor's nominations (3) for appointment to the Golf Commission.
- 7-C. Consideration of the Mayor's nomination for appointment to the Housing and Building Code Hearing and Appeals Board.
- 7-D. Selection of alternate to serve on the Alameda County Lead Abatement Joint Powers Authority Board.
8. ADJOURNMENT

- For use in preparing the Official Record, speakers reading a written statement are invited to submit a copy to the City Clerk at the meeting or e-mail to: lweisige@ci.alameda.ca.us
- Sign language interpreters will be available on request. Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 72 hours prior to the Meeting to request an interpreter.
- Equipment for the hearing impaired is available for public use. For assistance, please contact the City Clerk at 747-4800 or TDD number 522-7538 either prior to, or at, the Council Meeting.
- Accessible seating for persons with disabilities, including those using wheelchairs, is available.
- Minutes of the meeting available in enlarged print.
- Audio Tapes of the meeting are available upon request.
- Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting.

CITY OF ALAMEDA

Memorandum

Date: April 14, 2005

To: Honorable Mayor
and Councilmembers

From: William C. Norton
Acting City Manager

Re: Regular and Special City Council Meetings, Special Meeting of the Alameda Reuse and Redevelopment Authority, Special Joint Meeting of the Housing Authority Board of Commissioners and Alameda Public Financing Authority, and Special Joint Meeting of the City Council and Community Improvement Commission of April 19, 2005.

Transmitted are the agendas and related materials for the Regular and Special City Council Meetings, the Special Meeting of the Alameda Reuse and Redevelopment Authority, the Special Joint Meeting of the Housing Authority Board of Commissioners and Alameda Public Financing Authority, and the Special Joint Meeting of the City Council and Community Improvement Commission of April 19, 2005.

**SPECIAL MEETING OF
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

3. REGULAR AGENDA ITEMS

3-A. Study Session of the FY 2005-06 ARRA Budget Workshop

This study session is intended to inform ARRA Board members about the existing ARRA budget and the functions currently being performed by that budget, the transition planning, and impacts on the ARRA staff and General Fund of the proposed APCP development plan.

3-B. Recommendation to Authorize the Executive Director to Direct P.M. Realty, Acting as Property Manager, to Enter Into a Contract with Courtney Giampolini to Waterproof City Hall West (Building One) in an Amount not to Exceed \$966,650

This project will prevent water intrusion into City Hall West. ARRA lease revenues will be used to fund the project.

**SPECIAL JOINT MEETING OF
THE HOUSING AUTHORITY BOARD OF COMMISSIONERS AND
ALAMEDA PUBLIC FINANCING AUTHORITY**

AGENDA ITEM

1. Public Hearing to consider authorization of Bond issuance and borrowing for refinancing of apartment complexes, and amendment of the Budget to include Rehabilitation Projects and other related refinancing expenses;
 - Adoption of Resolution Authorizing the Issuance, Sale and Delivery of the Alameda Public Financing Authority Multifamily Housing Revenue Refunding Bonds (Eagle Village/Parrot Village Apartments) 2005 Series A, Authorizing the Execution and Delivery of and Approving Bond Documents and Other Related Documents and Approving Other Related Actions in Connection Therewith. **[Alameda Public Financing Authority]; and**
 - Adoption of Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Authorizing the Borrowing of Moneys for the Purpose of Refinancing Multifamily Housing Developments and Authorizing Execution and Delivery of and Approving Bond Documents and Other Related Documents in Connection Therewith. **[Housing Authority Board of Commissioners]**

Approval of these resolutions authorizes bond issuance and borrowing for refinancing of apartment complexes and amending the budget to include rehabilitation projects and other related refinancing expenses.

The bond issuance will eliminate deficits at Parrott Village and China Clipper Plaza and will provide additional funds to make much needed renovations to the complexes.

**SPECIAL JOINT MEETING OF
THE CITY COUNCIL AND COMMUNITY IMPROVEMENT COMMISSION**

MINUTES

Minutes of the Special Joint City Council and Community Improvement Commission Meeting held on April 5, 2005.

The City Clerk has presented for approval the minutes of the Special Joint City Council and Community Improvement Commission Meeting held on April 5, 2005.

1. Recommendation to accept an informational report pertaining to the Fleet Industrial Supply Center/East Housing Project budget and schedule (Bayport Homes).

It is recommended that Council and the CIC approve the Bayport Project Annual Operating and Capital Budget as presented. Project revenues generated as a result of the build-out of the residential-only project are more than sufficient to pay for the CIC's required DDA obligations without general fund assistance.

2. Joint Public Hearing to consider authorizing the City Manager/Executive Director to enter into a Disposition and Development Agreement with Alameda Entertainment Associates, L.P., approval of the California Health and Safety Code Section 33433 Report summarizing the financial impact of the project, and adoption of a Mitigated Negative Declaration for the Alameda Theater, Cineplex and Parking Structure Project (State Clearinghouse #2004-122-042);
 - Adoption of Resolution Approving and Authorizing Execution of a Disposition and Development Agreement Between the Community Improvement Commission and Alameda Entertainment Associates, L.P., Approving Certain Mitigation Measures for the Project, and Adopting a Mitigation Monitoring Program. **[Community Improvement Commission]; and**
 - Adoption of Resolution Approving and Authorizing Execution of a Disposition and Development Agreement Between the Community Improvement Commission and Alameda Entertainment Associates, L.P., and Adopting a Mitigated Negative Declaration and Mitigation Monitoring Program. **[City Council]**

It is recommended that the City Council and CIC 1) adopt the resolution and approve and authorize the execution of the DDA with Alameda Entertainment Associates, L.P. and 2) adopt the resolution and approve the Mitigated Negative Declaration for the DDA. This project is comprised of the public parking garage, the proposed acquisition and renovation of the Historic Alameda Theatre, and the development of a new two-story multiplex cinema. The project is anticipated to use a combination of funds from the 2003 merged area bond issue and/or with subsequent review of a financing plan, a HUD Section 108 loan and Brownfields Economic Development Initiative (BEDI) Grant. The total funds needed by the CIC for this project is anticipated to be approximately \$22,770,000.

It is important to note that a number of the actions in the DDA will require a 4/5th vote of the Council and CIC.

CITY COUNCIL AGENDA

1. ROLL CALL - City Council
2. AGENDA CHANGES
3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS
- 3-A. Proclamation declaring April 23, 2005 as Earth Day Alameda 2005.

At this time, the Mayor will present a proclamation declaring April 23, 2005 as Earth Day Alameda 2005.

CONSENT CALENDAR

- 4-A. Minutes of the Special and Regular City Council Meetings held on April 5, 2005 and the Special City Council Meeting held on April 7, 2005 and April 8, 2005.

The City Clerk has presented for approval the Minutes of the Special and Regular City Council Meetings held on April 5, 2005 and the Special City Council Meetings held on April 7, 2005 and April 8, 2005.

- 4-B. Bills for ratification.

- 4-C. Recommendation to approve Agreement with Community Playgrounds, Inc. in the amount of \$98,930 for Leydecker Park Playground Renovation Project.

It is recommended that Council approve an agreement with Community Playgrounds, Inc. in the amount of \$98,930 for the Leydecker Park Playground Renovation Project. Funding for the project is through the State Proposition 40 Park Bond Act Grant. A community meeting to review the project plans and obtain feedback will be held on April 27th at 6pm in the Lydecker Park Recreation building.

- 4-D. Recommendation to authorize the Acting City Manager or designee to enter into an agreement for the acquisition of real property from the East Bay Municipal Utility District for \$110,800 plus closing costs.

It is recommended that Council authorize entering into an agreement for the sale of real property to purchase two real estate parcels from EBMUD for the sum of \$110,800 plus closing costs. The parcels will be used to expand Towata Park.

- 4-E. Recommendation to adopt Specifications and authorize Call for Bids for a Combination Catch Basin/Sewer Cleaning Machine.

It is recommended that Council adopt the specifications and authorize call for bids for a combination catch basin/sewer cleaning machine. The existing machine is older than its expected life span and maintenance costs are increasing. Revenues from the Sewer Enterprise Fund will be used to purchase the machine.

- 4-F. Recommendation to approve an increase to the Construction Contract with Golden Bay Construction, Inc., in the amount of \$100,000 using Alameda Power and Telecom funds for the placement of additional cable television and undergrounding of power conduits for Webster Street Renaissance Project, No. P.W. 07-02-07.

It is recommended that Council approve an increase to the construction contract with Golden Bay Construction, Inc., by the amount of \$100,000 using AP&T funds for the placement of additional cable television and undergrounding of power conduits for the Webster Renaissance Project.

- 4-G. Recommendation to authorize the Acting City Manager to use \$201,000 in Measure B ferry reserves for ferry boat repairs.

It is recommended that Council authorize the Acting City Manager to use \$201,000 in Measure B reserves for ferry boat repairs. Both City-owned boats used by the Alameda Harbor Bay Ferry are in need of immediate repair above and beyond regularly scheduled maintenance.

- 4-H. Adoption of Resolution Preliminarily Approving Annual Report Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of June 21, 2005 Hearing Thereof - Island City Landscaping and Lighting District 84-2.

It is recommended that Council pass a resolution preliminarily approving the annual report, declaring intention to order levy and collection of assessments and providing for notice of June 21, 2005 public hearing.

- 4-I. Adoption of Resolution Preliminarily Approving Annual Report Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of June 21, 2005 Hearing Thereof - Maintenance Assessment District 01-01 (Marina Cove).

It is recommended that Council pass a resolution preliminarily approving the annual report declaring intention to order levy and collection of assessments and providing for notice of June 21, 2005 public hearing.

- 4-J. Adoption of Resolution Approving Tentative Map, TM04-0004, for a Sixteen Lot Subdivision at Harbor Bay Business Park.

It is recommended that Council adopt a resolution approving Tentative Map TM04-0004 for a sixteen lot subdivision at Harbor Bay Business Park. The Planning Board recommended that Council approve this map on March 28, 2005 and Public Works has provided conditions of approval that are incorporated into the Planning Board Resolution.

- 4-K. Adoption of Resolution Approving the Association of Bay Area Governments (ABAG) Report "Taming Natural Disasters" as the City of Alameda's Local Hazard Mitigation Plan.

It is recommended that Council adopt the ABAG report "Taming Natural Disasters," as the City of Alameda's Temporary Local Hazard Mitigation Plan, adding the City of Alameda as an Annex to the plan. Adoption of this plan is required in order to meet the May 2nd deadline for an important FEMA grant.

- 4-L. Adoption of Resolution Approving the Application for Land and Water Conservation Fund Estuary Park Project.

Adoption of this resolution allows the City to apply for a grant that would partially fund the acquisition of land needed to create Estuary Park. The grant application requires the City to commit \$500,000 towards the cost of the project. Funds for this commitment are available in the Open Space Fund.

- 4-M. Introduction of Ordinance Reclassifying and Rezoning Certain Property within the City of Alameda by Amending Zoning Ordinance No. 1277 from R-5 (General Residential) Zoning District to C-C (Community Commercial) Zoning District, for that Property Located at 2507 Central Avenue at Everett Street.

At the April 5, 2005 City Council meeting, Council upheld the Planning Board action on this project to construct a vet clinic at the corner of Central Avenue and Everett Street and approved the rezoning, use permit, variance, and design review. The attached ordinance implements the action to rezone the easterly portion of the project from R-5 to C-C.

5. REGULAR AGENDA ITEMS

- 5-A. Adoption of Resolution Commending Sergeant Jon Westmoreland for His Service to the City of Alameda.

Adoption of this resolution acknowledges Sergeant Jon Westmoreland for his service to the community. Sergeant Westmoreland is retiring on May 1, 2005.

- 5-B. Public Hearing to consider a recommendation to adopt FY 2005-06 through FY 2009-10 Consolidated Plan, adopt FY 2005-06 Community Development Block Grant (CDBG) Action Plan, amend FY

2004-05 CDBG Action Plan, and authorize the City Manager to negotiate and execute related documents, agreements and modifications; and

- Recommendation regarding CDBG public service recommendations. [Social Service Human Relations Board]

It is recommended that Council adopt the FY 2005/09 5-Year Strategic Plan, adopt the FY 2005/06 CDBG Action Plan, amend the FY 2004/05 CDBG Action Plan and authorize the negotiation and execution of grant agreements, grant modifications and other related documents.

- 5-C. Final Passage of Ordinance Approving and Authorizing Execution of Lease between the City of Alameda (Lessor) and the County of Alameda (Lessee) for Real Property Located at 1429 Oak Street. [Requires four (4) affirmative votes]

Passage of this ordinance approves a five-year lease of the former Children's Library that will allow some Alameda County mental health programs to continue to operate in Alameda.

7. COUNCIL COMMUNICATIONS

- 7-A. Discussion of the Harbor Bay ferry system. [Councilmember Daysog]

At this time, there will be a discussion of the Harbor Bay ferry system. This item was placed on the agenda at the request of Councilmember Daysog.

- 7-B. Consideration of Mayor's nominations (3) for appointment to the Golf Commission.

At this time, the Mayor will make nominations to fill the current vacancies on the Golf Commission.

- 7-C. Consideration of the Mayor's nomination for appointment to the Housing and Building Code Hearing and Appeals Board.

At this time, the Mayor will make a nomination to fill the current vacancy on the Housing and Building Code Hearing and Appeals Board.

- 7-D. Consideration of the Mayor's nomination for appointment to the Alameda County Lead Abatement Joint Powers Authority Board.

At this time, the Mayor will make a nomination to fill the current vacancy on the Alameda County Lead Abatement Joint Powers Authority Board.

Alameda Reuse and Redevelopment Authority
Interoffice Memorandum

3-A

April 14, 2005

To: Honorable Chair and Members of the
Alameda Reuse and Redevelopment Authority

From: William C. Norton
Acting Executive Director

Re: Fiscal Year 2005-06 and Fiscal Year 2006-07 Budget Workshop

Background

For several months I have been indicating that significant challenges lie ahead for the ARRA budget and also for the General Fund.

For the ARRA budget, those challenges are specifically related to transition planning reflecting two alternative events:

1. The election of the option to proceed with development of Alameda Point in June 2005 by Alameda Point Community Partners (APCP), or
2. The decision of APCP not to proceed in June 2005, and the alternative activity that must take place in preparation for moving forward to develop an alternative development path for Alameda Point.

Discussion

In the first event, APCP elects to proceed and the ARRA begins to transition activities based upon concurrently processing development entitlements and negotiating a disposition and development agreement with APCP. This is expected to take all of fiscal year 2005-06 and six months of 2006-07, completing June 2007.

As of January 2007, consistent with the terms of the negotiations, the ARRA would begin conveyance of land at Alameda Point, and APCP would assume most, if not all of the activities currently performed by ARRA/City Staff at Alameda Point. This includes property management, leasing, grounds care, planning, etc. This budget reflects the effect of these changes on the ARRA budget as well as the General Fund.

In the second event, ARRA staff begins to develop an alternative development path that seeks out another developer and anticipates a request for proposal process, review, selection and the beginning of a new negotiation process.

Fiscal Impact

Transition planning for both alternatives has some significant impacts upon both the ARRA as well as the General Fund. The study session is intended to inform the ARRA Board members about the existing ARRA budget and the functions currently being performed by that budget, the transition planning, and impacts on the ARRA staff and General Fund of the proposed APCP development plan.

Recommendation

The Executive Director recommends no action at this time. This is an informational workshop.

Respectfully submitted,



Leslie Little
Development Services Director

LAL:dc

Attachments: ARRA Projected Revenue/Expense Summary Budget 2004-2007
PowerPoint Presentation

Attachments to this
item will follow under
separate cover

Alameda Reuse and Redevelopment Authority

Interoffice Memorandum

3-B

April 13, 2005

TO: Honorable Chair and Members of the
Alameda Reuse and Redevelopment Authority

FROM: William C. Norton
Acting Executive Director

SUBJ: Report Authorizing the Executive Director to Direct P.M. Realty, Acting as Property Manager, to Enter Into a Contract with Courtney Giampolini to Waterproof City Hall West (Building One) in an Amount not to Exceed \$966,650.

Background

Several capital projects were completed on City Hall west in FY 2003-04; installation of an elevator and a complete re-roofing. The roofing project was the first phase of preventing water intrusion into the building. The second phase involves water sealing the exterior and re-caulking of the windows.

City Hall West (Building One) is a 37,084 square foot building constructed by the Navy in 1939. There is approximately 36,000 square feet of concrete on the structure with approximately 350 windows. City staff began occupying the building in August 1997.

Since the negotiation of the ARRA Property Management Agreement, building maintenance for the exterior of "City-controlled" buildings has been managed by the contract property management company P.M. Realty Realty Group (PMRG).

This project was originally brought to the ARRA Governing Body for approval in September 2004, but was pulled from the agenda. The project was pulled from the agenda because during the preparation walk-through of the project, the contractors noticed that the condition of the building was far worse than originally expected. The existing paint was beginning to buckle and pull off of the bldg. If a sealant were applied on top of the paint, there would be no guarantee the sealant would adhere and that the product warranty would be valid. PMRG needed to determine if the building needed to be stripped or if there was another alternative. PMRG knew that if the entire building needed to be stripped and prepped for the watersealing project, the project cost would increase significantly. PMRG with Wiss Janney, Elster Associates, Inc (WJE), tested several new sealant products on Building 1 but concluded the best long term solution for the building, while offering the City a warranty, would be entirely stripping the paint and sealing the building.

Discussion

In December 2004, PMRG engaged WJE to provide a scope of work for the sealing project. Levine, Fricke (LFR) provided the scope of work for asbestos abatement and paint preparation for lead-contaminating paint. After a thorough examination of the structure, the detailed scope of work, which included:

- Abatement: Removal of existing asbestos coating putty and sealant from concrete walls and windows;

- Installation of scaffolding to access building to perform repairs;
- Concrete patching – both repair and spall repair;
- New sealant installation;
- New elastomeric coating installation;
- Waterproofing at canopies
- Wood window replacement; and
- Replacement of 10 existing downspouts.

With the initial project, bids were solicited from the following contractors: Western Waterproofing (San Rafael), Giampolini Courtney (San Francisco), Rainbow Waterproofing & Restoration (San Francisco), Urban Waterproofing (San Rafael), Alpha Restoration & Waterproofing (South San Francisco). Bids for Environmental Contractors were solicited from: Bluewater Services, Inc. (San Leandro), Complete Decon, Inc. (Benecia), F. Scott Industries (Richmond), and LVI Environmental Services, Inc. (San Leandro). The bid walk-through took place with all of the waterproofing and environmental contractors on August 4, 2004. Bids for the original project were received from five contractors on August 16, 2004. In order to contain costs and to better coordinate schedules, it was decided that the environmental contractor would be a sub-contractor to the waterproof contractor.

As mentioned previously, during the preparation walkthrough in September, it was determined that the project should not move forward as it was originally designed, due to the condition of the building. PMRG re-bid the project in October 2004 and received new bids from everyone except Western Waterproofing. After reviewing and clarifying bid information, PM is recommending Courtney Giampolini, as the lowest bidder most responsive bidder. The total estimated cost includes a 3 percent construction management fee for PM and 5 percent project contingency. The cost of the project is being driven by the environmental work associated with removing the lead-based paint from the building, as well as the asbestos contained in the caulk/adhesive around the windows. As you can see from the project cost summary (Attachment 1), more than half of the cost is attributable to lead and asbestos removal.

The project needs to move forward as cracks in the concrete of the building compromise the condition of the roofing project and the health and safety of City Hall West personnel. Over the winter, roofers did several inspections of reported roof leaks. It was discovered that the roof was not leaking, however water was intruding into the building through cracks in the surface of the building and through the wood frame windows. In fiscal year 2003-2004, building one underwent mold abatement in several areas of the building, which tested high for mold spore concentration. The building needs to be made water-tight to avoid further mold contamination and to begin addressing some of the deferred maintenance issues.

Fiscal Impact

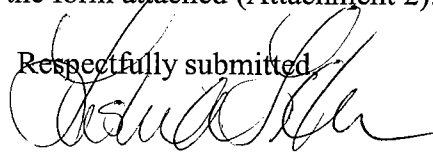
Waiting for the end of the rainy season allows us to fund the project over two fiscal years (\$466,650 in FY 2004-05 and \$500,000 in FY 2005-06). ARRA lease revenue will be used to fund this project. PM Realty has already identified \$233,000 of new income (not included in the 2004-05 revenue projection) projected

for this fiscal year. In addition, funds from the roof contingency and property management cost savings may be reprogrammed. No General Funds will be used for this project.

Recommendation

The Executive Director recommends that the Alameda Reuse and Redevelopment Authority authorize the Executive Director to direct P.M. Realty, acting as property manager, to enter into a contract with Courtney Giampolini to Waterproof City Hall West (Building One) in an Amount not to Exceed \$966,650, recommended in a form substantially in the form attached (Attachment 2).

Respectfully submitted,



Leslie Little
Development Services Director

By:



Nanette Banks
Finance & Administration Manager

LL/NB:dc

Attachment 1: PM Realty Group Revised Project Cost Summary
Attachment 2: Draft Agreement



Revised Project Cost Summary

Project: Alameda Point
Building 1
Exterior Façade Repair / Repaint

Date: October 20, 2004

Prepared by: Rick Jones, PMRG
VP - Construction

Based on: Wiss Janney Elstner (WJE)
and Lavine Fricke (LF) Specifications

Distribution: Nanette Banks (w/ attach for approval)
Pete Carrai (w/ attach)
David Jaber (w/ attach)
Shayna Eskew (w/ attach)
Manny Moreno (w/attach)

	Temporary Sealant Work Oct.-Nov. 2004	Lead & Asbestos Removal 2005	Paint, Reseal & Partial Window Replacement 2005
Environmental Consultant - Levine Fricke Analysis, evaluation, specification and air monitoring	N/A	\$ 28,000.00	
Waterproofing Consultant - Wiss Janney Elstner Inspection evaluation, specifications, and construction observation	\$ 5,000.00		\$ 34,000.00
Reimbursable Allowance	\$ 500.00	\$ 1,000.00	\$ 2,000.00
Abatement, Waterproofing, Repainting - Courtney Giampolini. Based on low net bid, reference attached bid analysis	\$ 21,879.00	\$ 463,870.00	\$ 351,130.00
Landscape Trimming for Access - Allowance			\$ 1,000.00
Electrical Removal / Replacement - Allowance			\$ 4,000.00
Subtotal	\$ 27,379.00	\$ 492,870.00	\$ 392,130.00
PMRG Const.Mgmt. Fee (\$0-\$100,000 @5%, \$100,001-\$500,000 @4%, > \$500,000 @3%)	\$ 1,368.95	\$ 20,714.80	\$ 16,685.20
Contingency @ 5%	\$ 1,368.95	\$ 24,643.50	\$ 19,606.50
Total Estimated Cost	\$ 30,116.90	\$ 538,228.30	\$ 428,421.70

Approved by Nanette Banks for Alameda Partners

Date

Notes:

1. Abatement costs are taken from the Courtney Bid Breakdown line item #1 on the attached Bid Summary.
2. Paint/reseal costs are calculated by subtracting abatement costs (\$463,870) from Courtney's adjusted base bid (\$815,000)

Alternates:

1. Payment and performance bond
2. Replace all downspouts

\$12,120
\$21,879

Approval _____
Approval _____

CONTRACTOR AGREEMENT

No. XXXXXXXX

THIS AGREEMENT, entered into this XXth day of August, 2004, by and between PM REALTY GROUP, L.P. ("Manager"), as agent for the Alameda Reuse and Redevelopment Authority, a Joint Powers Authority Established by the City of Alameda and the County of Alameda Under the California Joint Exercise of Powers Act (hereinafter referred to as "**ARRA**"), whose address is 2175 Monarch St, Alameda, CA 94501, and _____, a _____, whose address is _____ (hereinafter called "Contractor"), in reference to the following:

RECITALS:

A. ARRA has an interest in certain real property and improvements known as Alameda Point located in Alameda, California, on behalf of the ARRA (the "**Project**").

B. PM Realty Group, L. P., a Delaware limited partnership, has been appointed as the manager of the Project and is authorized to enter into this Agreement as "**Agent**" for the APCP.

C. Manager and Contractor desire to enter into an agreement for sealing/waterproofing repairs and environmental remediation in accordance with Specifications, Special Provisions and Plans as attached in "**Exhibit A.**"

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The Contractor shall begin work within five (5) working days after receiving notice from the Manager to commence the work, and shall diligently prosecute the work to completion before the expiration of thirty (30) consecutive working days from the date of receipt of notice to begin work.

2. **SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as "**Exhibit B**" and

incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the Manager, with checks drawn on the treasury of the ARRA, to be taken from the operating fund.

Payment will be made within thirty (30) days by the Manager in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. Payment shall be made for 90% of the value of the work. The Manager shall retain 10% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within 15 days of acceptance by the Owner of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

4. **TIME IS OF THE ESSENCE:**

Contractor and Manager agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the Manager, and that it is and will be impracticable to determine the actual damage which the Manager will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the Manager the sum of \$500.00 (five hundred dollars) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the Manager may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the Manager shall have the right to extend the time for completion or not, as may seem best to serve the interest of the Manager; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the Manager, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the Manager in writing of the causes of delay. The Manager shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the Manager, or ARRA, nor have any contractual relationship with Manager or ARRA.

6. **INDEPENDENT PARTIES:**

Manager and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by Manager to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from Manager to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold Manager, and ARRA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with the Manager's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a Manager or City of Alameda employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless Manager, Alameda Point Community Partners, ARRA, the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D.

Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to ARRA by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Manager and licensed to do insurance business in the State of California. Endorsements naming the United States Department of the Navy, Alameda Reuse and Redevelopment Authority, City of Alameda, Alameda City Council, their respective Boards, Commissions, Officers, Employees and Agents, Alameda Point Community Partners, LLC, PM Realty Group, their Officers and Employees as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Personal Injury or Death: \$3,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

If submitted, combined single limit policy with aggregate limits in the amounts of \$3,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limit:

Combined Single Limit: \$1,000,000 each occurrence

B. **SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the ARRA, APCP, Manager, or the City of Alameda on behalf of any insurer providing comprehensive general liability, and automotive liability insurance to either Contractor or ARRA, APCP, Manager, or the City of Alameda with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against ARRA, APCP Manager, or the City of Alameda by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, Manager shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

The United States Department of the Navy, Alameda Reuse and Redevelopment Authority,

City of Alameda, Alameda City Council, their respective Boards, Commissions, Officers, Employees and Agents, Alameda Point Community Partners, LLC, PM Realty Group, their Officers and Employees shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by Manager are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. **BONDS:**

Contractor shall furnish the following bonds from a bonding company acceptable to the ARRA's Risk Manager:

A. **Faithful Performance:**

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. **Labor and Materials:**

A bond for labor and materials in the amount of 100% of the total contract price.

12. **PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Manager. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from Manager under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Manager by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from Manager or ARRA is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth

the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of Manager, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City of Alameda Business License that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the ARRA.

No report, information or other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the ARRA, or Manager.

Contractor shall, at such time and in such form as the ARRA, or Manager may require, furnish reports concerning the status of services required under this Agreement.

16. **RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Manager that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to Manager or ARRA at all proper times, and gives Manager or ARRA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the ARRA, or Manager's preliminary examination or audit of records, and the ARRA, or Manager's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse The ARRA for all reasonable costs and expenses associated with the supplemental examination or audit. This section limits the records available to payroll, invoices, contracts, or manufacture correspondences to the project covered under this Agreement.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to Manager shall be addressed to Manager at:

Alameda Reuse and Redevelopment Authority
c/o PM Realty Group L.P.
2175 Monarch St.
Alameda CA 94501
Attention: Property Manager

All notices, demands, requests, or approvals from Manager to Contractor shall be addressed to Contractor at:

18. **SAFETY REQUIREMENT**

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. Manager reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations, shall immediately be reported to Manager.

19. **REQUIREMENT TO PAY PREVAILING WAGE**

Contractor shall comply with the City of Alameda Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. The Manager shall require payment of the general rate of per diem wages or the general rate of per diem wages for holiday and overtime work. Contractor will submit monthly certified payroll records to the Manager or all employees and subcontractors in a pre-approved format or a City of Alameda provided form. Any delay in remitting certified payroll reports to the Manager upon request from the Manager will result in either delay and/or forfeit of outstanding payment to Contractor.

20. **URBAN RUNOFF MANAGEMENT:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences,

block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code ' 13385.

21. **COMPLIANCE WITH MARSH CRUST ORDINANCE:**

Contractor shall perform all excavation work in compliance with the City of Alameda's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

22. **TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from Manager of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Manager may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

Manager shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

23. **COMPLIANCES:**

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by The ARRA, City of Alameda, or Manager.

24. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

25. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from The ARRA or Manager to do otherwise.

26. **WAIVER:**

A waiver by the ARRA or Manager of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

27. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Manager and Contractor.

28. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

29. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

30 **SEVERABILITY**

If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONTRACTOR

MANAGER:

PM REALTY GROUP, L.P., as agent for
the Alameda Reuse and Redevelopment
Authority.

By: _____

By: _____

Title: _____

Title: _____

Exhibit "C"
Utilities

Contractor shall pay all charges for fuel, gas, water, electricity, telephone services and any other utilities necessary to carry on the operations of Contractor.

Exhibit "D"
Nuisance

Contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

Exhibit "E"
Safety Requirement

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations, shall immediately be reported to City.



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510) 522-7848 - TDD: (510) 522-8467

April 14, 2005

To: Honorable Chair and Members of the Board of Commissioners of the Housing Authority and Board of Directors of the Alameda Public Finance Authority

From: William C. Norton
Acting Chief Executive Officer and Executive Director

RE: Approving Resolutions to Authorize Bond Issuance and Borrowing for Refinancing of Apartment Complexes and Amending the Budget to include Rehabilitation Projects and other Related Refinancing Expenses

Background:

On April 6, 2004, the Housing Authority Board of Commissioners approved a bond issuance of up to \$7 million to refinance Parrot Village, Eagle Village and China Clipper Plaza. Approximately, \$5.7 million would be used to refinance the existing mortgages and pay the costs of issuance while about \$1,100,000 would be used on rehabilitation projects. In the original proposal made in November 2003, staff requested the Board approve a bond issuance of \$6 million. At the April 6, 2004, meeting, the Board approved \$7 million, based on the fact that the cost of issuing bonds is high and more rehabilitation projects could be completed. The Housing Authority had previously presented to the Board of Commissioners the results of its research regarding nine types of refinancing methods. Tax-exempt bonds were identified as the type that would best meet the Housing Authority's needs.

For the tax-exempt bond issuance, the Housing Authority secured the services of a bond underwriter through a request for qualifications (RFQ) before the bond structuring process began. As such, staff took the following steps:

1. **Selected a Bond Underwriter.** An RFQ was issued. There were five respondents. Staff recommended the selection of Stone & Youngberg LLC. On November 3, 2004, the Housing Authority Board of Commissioners selected Stone & Youngberg LLC.
2. **Obtained Bond Counsel.** The firm of Jones Hall was selected by the Housing Authority's General Counsel. This firm was selected through a competitive bidding process managed by the City Attorney's Office.

Housing Authority staff worked with Jones Hall (bond counsel) and Stone & Youngberg (bond underwriters) to develop a financing plan structure and documents. The team decided that the tax-exempt bonds, specifically Low Floaters or Variable Rate Demand

**Re: Public Hearing and
Resolutions #1 -**

HABOC/APFA

4-19-05

bonds, offered by ARCS Commercial Mortgage Co. were the most cost-effective approach to refinancing the three housing complexes as they provide the best interest rate and terms. Variable rate transactions are not offered through the competitive bidding process as they are remarketed weekly and there is no way to bid weekly transactions. The weekly bidding process is managed by the remarketing agent, which in this case would be the Bond Underwriter. If we are unhappy with the remarketing services, the Housing Authority can go out to bid at a later date for this service.

Within the public housing field, ARCS Commercial Mortgage Co. has become the leading provider of Variable Rate Demand bonds. This company is a known quantity with a great deal of experience in working with housing authorities.

3. **Completed an ARCS Commercial Mortgage Co. application.** This application was to obtain a loan commitment for credit enhancement of tax-exempt bonds under the Fannie Mae Credit Enhancement Program. Under the terms of the Program, Fannie Mae credit enhances multifamily housing revenue bonds from the time of their issuance, the proceeds of which are used to acquire or refinance multifamily housing. Fannie Mae credit enhancement enables the bonds to be rated AAA, thus reducing the rate of interest to be paid.
4. Chose U.S. Bank as Trustee. The bond underwriter managed the competitive bidding process to choose a trustee. U. S. Bank submitted the lowest bid and, based on the City's and Housing Authority's experience, this firm was chosen to provide this service.

At the April 5, 2005, meeting, staff reported that Fannie Mae had agreed to allow the Housing Authority to retain possession of the properties and be the borrower in this transaction. Staff also advised that Fannie Mae requires the issuer and borrower to be different entities and as such, the Housing Authority would ask that the Alameda Public Finance Authority be the issuer of the bonds and further to then loan the proceeds to the Housing Authority

Discussion:

The Housing Authority staff and other members of the refinancing team, including representatives from the City's Finance Department and City Attorney's Office, have continued to meet to finalize the arrangements for the bond issuance and loan to refinance the apartment complexes.

The following documents are required for the bond issue and the loan and are available in the City Clerk's Office and the Housing Authority's administrative office:

Housing Authority Documents:

1. Financing Agreement among Alameda Public Finance Authority and U.S. Bank National Association, as Trustee and Housing Authority of the City of Alameda, as Borrower....
2. Regulatory Agreement and Declaration of Restrictive Covenants...for Eagle Village
3. Regulatory Agreement and Declaration of Restrictive Covenants...for Parrot Village
4. Bond Purchase Agreement
5. Preliminary Official Statement
6. Remarketing Agreement

Alameda Public Financing Authority Documents:

1. Trust Indenture between Alameda Public Finance Authority, as Issuer and U. S. Bank National Association, as Trustee
2. Regulatory Agreement and Declaration of Restrictive Covenants...for Eagle Village
3. Regulatory Agreement and Declaration of Restrictive Covenants...for Parrot Village
4. Financing Agreement among Alameda Public Finance Authority and U.S. Bank National Association, as Trustee and Housing Authority of the City of Alameda, as Borrower....
5. Bond Purchase Agreement
6. Preliminary Official Statement

The Preliminary Official Statement (POS) is the document that describes to investors the nature and purpose of the debt instrument being offered for sale. It summarizes the conditions of the sale and all of the pertinent documents. The POS also includes a description of the Housing Authority, its management and financial standing.

The projects being financed and its effect on the financial future of the organization also are discussed in the POS. As investors rely on this document, risks associated with the project must also be disclosed. This document and its contents are required with each public offering. After the final review by the Board, and any last minute, non-substantive changes (e.g. those which do not effect the structure, the timing or the terms), the document is issued as an Official Statement, which is used in the sale of the Notes.

The remaining documents deal with instructions to the trustee regarding the handling of bond proceeds; agreements with the Housing Authority and the Alameda Public Financing Authority and Fannie Mae related to the bond issuance and the loan.

The terms of the loan are as follows:

Loan Amount:	\$6,800,000
Term:	30-year term/30-year amortization for the loan
Interest Rate Mode:	Weekly Variable Rate Demand Bond. The rate is reset every 7 days. Rates have fluctuated during this process but tend to be around 3.5%.
Interest Rate Cap:	A cap of 6% will be purchased. It will be good for a 10-year period
Immediate Repairs Escrow:	The physical needs assessment identified required immediate repairs. An escrow is required to fund these repairs equal to 150% of the repair cost estimate, which will be \$99,255 (\$31,414 for Eagle + \$34,756 for Parrot = \$66,170 X 1.5).
Reserve Account:	Capital Replacement Reserve deposits of \$350 per unit per year (\$32,200).
Operating Reserve Account:	Equal to 6 months principal and interest at the underwriting interest rate to be built-up over the first 10 years following Closing.

The resolutions attached will authorize the issuance of bonds and the borrowing of moneys to refinance Eagle Village and Parrot Village, pay off the mortgage for China Clipper Plaza, and provide additional funds for rehabilitation projects. All closing costs will be included.

Separate actions of the Housing Authority's Board of Commissioners and Alameda Public Finance Authority Board of Directors are required for this process to continue.

Part of this refinancing process included a physical needs assessment and an accompanying reserve for replacement assessment. These are valuable tools that the Housing Authority can use for Parrot Village and Eagle Village. Staff believes that \$50,000 from the bond issuance could be used to obtain similar assessments on all the other properties. This will enhance the Housing Authority's ability to manage these properties and the budget.

The list of rehabilitation projects was originally submitted to the Board of Commissioners a year ago. Since that time, the dollar amounts have been adjusted to reflect current costs. Fannie Mae also has identified a few additional repairs that have been added to the list of projects. In order to complete the immediate repairs required by Fannie Mae that would not already be included in the current budget (maintenance

contract costs) and additional projects the Housing Authority had identified as being needed, the Housing Authority's FY2006 budget needs to be amended to include the following projects:

PARROT VILLAGE

PV1-06	Replace playground equipment (5 areas)	\$90,000
PV2-06	Replace closet doors all remaining units (49)	80,000
PV3-06	Replace furnaces all remaining units (37)	86,950
PV4-06	Replace kitchen/bath cabinets and countertops (12)	97,200
PV5-06	Replace roof overlayment on all remaining units (10 roofs over 20 units)	42,000
PV6-06	Upgrade landscaping	30,000
PV7-06	Repair walkways	3,525
TOTAL PARROT VILLAGE		\$429,675

EAGLE VILLAGE

EV1-06	Replace central forced-air furnaces (38 units)	\$53,200
EV2-06	Replace playground equipment (1 area)	35,000
EV3-06	Repair/seal parking lots	16,600
EV4-06	Replace front doors and hardware	45,000
EV5-06	Replace windows	90,000
EV6-06	Replace roofs all remaining units (4 roofs over 36 units)	72,000
EV7-06	Complete residing project	35,000
EV8-06	Install new parking lot lights	35,000
TOTAL EAGLE VILLAGE		\$381,800

GRAND TOTAL		\$811,475
--------------------	--	------------------

Other costs that will be included in the bond issuance are listed below:

Printing, Trustee & Escrow Services; Origination Fees; appraisal, engineering, architectural and environmental reports; tax and insurance impounds	\$118,799
Fannie Mae and ARCS legal counsel	80,000
Repair escrow	99,255
Bond Counsel	30,000
Disclosure Counsel	20,000
Interest Rate Cap	104,720
Rating Agency	10,000
Underwriter's Discount	34,000
Trustee Fee	5,000
Annual Rating Surveillance Fee	2,500
Housing Authority Costs	65,000
TOTAL COST OF ISSUANCE	\$569,274
Refunding Escrow Deposit	\$5,100,000
Physical Needs and Replacement Reserve Assessment	50,000
Rehabilitation Costs (less repair escrow above)	778,600
TOTAL COSTS	\$6,497,874
AVAILABLE FOR OTHER USES	\$302,126
TOTAL BONDS ISSUED	\$6,800,000

The Housing Authority intends to use the available funds for the physical needs assessment immediately to determine what the needs are at all the other housing complexes. The funds available for other uses mentioned on the last line item above could be used to address the most immediate needs.

Fiscal Impact:

Adoption of the resolutions would result in the issuance of Bonds in an amount not to exceed \$7,000,000. There is no cost to the City of Alameda's General Fund. All costs related to the bond issuance are included in the issuance.

The loan to the Housing Authority from the proceeds of the bond issuance would result in a savings of approximately \$230,000 per year in debt service. Currently, Parrot Village and China Clipper Plaza tend to run a deficit every year. This bond issuance will eliminate these deficits and provide additional funds to make some much-needed renovations to these complexes.

Recommendations:

The Acting Executive Director recommends that the Board of Directors of the Alameda Public Finance Authority:

1. Adopt the resolution authorizing the issuance of Alameda Public Finance Authority (APFA) Multifamily Housing Revenue Bonds (Eagle Village/Parrot Village Apartments 2005 Series A, in an aggregate principal amount not to exceed \$7,000,000;
 - a. Approve the Trust Indenture between the APFA and U.S. Bank National Association, as Trustee; the Regulatory Agreements and Declarations of Restrictive Covenants for Eagle Village and Parrot Village;
 - b. Approve the Financing Agreement between the APFA, the Housing Authority of the City of Alameda, and the Trustee;
 - c. Approve the Bond Purchase Agreement among the APFA, the Housing Authority and Stone & Youngberg LLC (the "Underwriter") and the Preliminary Official Statement relating to the Bonds; and
 - d. Authorize the Chair, Vice Chair or Executive Director to execute and deliver the Bond Documents, and to take all other necessary actions required with respect to the sale and issuance of the bonds.

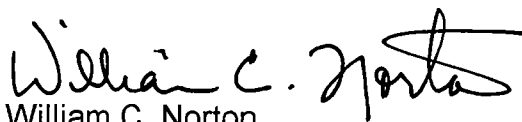
The Acting Chief Executive Officer recommends that the Housing Authority Board of Commissioners:

1. Adopt the resolution approving the borrowing of not-to-exceed \$7,000,000 from the Alameda Housing Finance Authority from the proceeds of the Bonds in order to refinance the Eagle Village and Parrot Village apartment complexes; and approving the Finance Agreement, Regulatory Agreements and Declarations of Restrictive Covenants for Eagle Village and Parrot Village, the Bond Purchase Agreement, the Preliminary Official Statement, and the First Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing with respect to the Development; and
2. Amending the Housing Authority FY2006 budget to include additional capital improvement projects for Parrot Village and Eagle Village totaling \$811,475.

Respectfully submitted,



Michael T. Pucci
Executive Director
Housing Authority



William C. Norton
Acting Executive Director
Alameda Public Finance Authority

MTP:ED
Attachments

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ALAMEDA PUBLIC FINANCING AUTHORITY

RESOLUTION NO. APFA 2005-__

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF THE ALAMEDA PUBLIC FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE REFUNDING BONDS (EAGLE VILLAGE/PARROT VILLAGE APARTMENTS) 2005 SERIES A, AUTHORIZING THE EXECUTION AND DELIVERY OF AND APPROVING BOND DOCUMENTS AND OTHER RELATED DOCUMENTS AND APPROVING OTHER RELATED ACTIONS IN CONNECTION THEREWITH.

RESOLVED, by the Board of Directors (the "Board") of the Alameda Public Financing Authority (the "Authority"), as follows:

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to engage in a program (the "Program") assisting the refunding of revenue bonds (the "Prior Bonds") issued for the benefit of the Housing Authority of the City of Alameda (the "Housing Authority") to refinance the construction and development of two multifamily residential rental housing facilities known as Eagle Village Apartments (the "Eagle Project") and Parrot Village Apartments (the "Parrot Project"), each located in the City of Alameda, California (the "City") and has determined to borrow money for such purpose by the issuance of revenue refunding bonds ;

WHEREAS, Authority wishes to issue and deliver its Alameda Public Finance Authority Multifamily Housing Revenue Refunding Bonds (Eagle Village/Parrot Village Apartments) 2005 Series A, in an aggregate principal amount not to exceed \$7,000,000 (the "Bonds"), and has determined to lend the proceeds thereof to the Housing Authority in order to provide refinancing the Projects;

WHEREAS, the Bonds are to be issued pursuant to the provisions of Article 4 (commencing with section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act"), and a Trust Indenture, dated as of April 1, 1992 (the "Indenture"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, the Authority hereby finds and declares that this resolution is being adopted pursuant to the powers granted by the Act;

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to refinance the Projects; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds and the implementation of the Program as contemplated by this resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority, as follows:

Section 1. The Authority hereby finds and declares that the above recitals are true and correct.

Resolution #1 HABOC/APFA
4-19-05

Debra J. H. Smith
ASST. GENERAL COUNSEL

Section 2. Pursuant to the Act and the Indenture (hereinafter defined), revenue refunding bonds of the Authority, designated as the Alameda Public Finance Authority Multifamily Housing Revenue Refunding Bonds (Eagle Village/Parrot Village Apartments) 2005 Series A, in an aggregate principal amount not to exceed \$7,000,000 (the "Bonds"), are hereby authorized to be issued. The Bonds shall be executed by the manual or facsimile signature of the Chairman, Vice Chairman, or Executive Director of the Authority and attested by the manual or facsimile signature of the Secretary of the Authority, in the form set forth in and otherwise in accordance with the Indenture.

Section 3. The following documents (collectively, the "Bond Documents") in the form presented to this meeting, are hereby approved:

- (a) the Trust Indenture (the "Indenture") between the Authority and U.S. Bank National Association, as trustee (the "Trustee")
- (b) the Regulatory Agreement and Declaration of Restrictive Covenants with respect to the Parrot Project among the Authority, the Housing Authority and the Trustee (the "Parrot Regulatory Agreement");
- (c) the Regulatory Agreement and Declaration of Restrictive Covenants with respect to the Eagle Project among the Authority, the Housing Authority and the Trustee (the "Eagle Regulatory Agreement" and together with the Parrot Regulatory Agreement, the "Regulatory Agreements");
- (d) the Financing Agreement (the "Financing Agreement") the Authority, the Housing Authority and the Trustee;
- (e) the Bond Purchase Agreement (the "Purchase Contract") among the Authority, the Housing Authority and Stone & Youngberg LLC (the "Underwriter"); and
- (f) the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement").

The Chairman, Vice Chairman or Executive Director (the "Designated Officers") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Bond Documents, and to bring to final form the Preliminary Official Statement (the "Official Statement") upon the sale of the Bonds, and to execute the Official Statement, and the Secretary is hereby authorized and directed, for and in the name and on behalf of the Authority, to attest, when applicable, the Designated Officer's signature on the Bond Documents, in substantially said form, with such additions thereto or changes therein as are recommended or approved by such officers upon consultation with bond counsel to the Authority, including such additions or changes as are necessary or advisable in accordance with Section 5 hereof (provided that no additions or changes shall authorize an aggregate principal amount of Bonds in excess of \$7,000,000), the approval of such additions or changes to be conclusively evidenced by the execution and delivery by the Authority of the Indenture. The date, maturity dates, interest rate or rates, interest payment dates, denominations, form, registration provisions, manner of execution, place of payment, terms of redemption, and other terms of the Bonds shall be as provided in the Indenture as finally executed.

Section 4. The Bonds, when executed, shall be delivered to the Trustee for authentication. The Trustee is hereby requested and directed to authenticate the Bonds by executing the Trustee's certificate of authentication and registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the Authority by one of the Designated Officers, which instructions such officers are, and

each of them is, hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver to the Trustee. Such instructions shall provide for the delivery of the Bonds to the Underwriter in accordance with the Purchase Contract, upon payment of the purchase price therefore.

Section 5. All actions heretofore taken by the officers and agents of the Authority with respect to the establishment of the Program and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the proper officers of the Authority, including the Designated Officers, are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution and resolutions heretofore adopted by the Authority and in order to carry out the Program, including but not limited to those certificates, agreements and other documents described in the Indenture, the Financing Agreement, the Regulatory Agreements, the Purchase Contract and the other documents herein approved and any certificates, agreements or documents as may be necessary to further the purpose hereof, evidence credit support or additional security for the Bonds, but which shall not create any obligation or liability of the Authority other than with respect to the revenues and assets derived from the proceeds of the Bonds.

Section 6. All consents, approvals, notices, orders, requests and other actions permitted or required in connection with the matters authorized by this Resolution, whether before or after the issuance of the Bonds, may be given or taken by the Designated Officers of the Authority, or by any of them, without further authorization by this Board, and the Designated Officers of the Authority, and each of them, is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action which the Designated Officers, or any of them, may deem necessary or desirable to further the purposes of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

I hereby certify that the foregoing Resolution was duly adopted by the Alameda Public Financing Authority at a scheduled meeting thereof, held on the 19th day of April, 2005, by the following vote of the Authority:

AYES:

NOES:

ABSENT:

ABSTAINED:

By _____
Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AUTHORIZING THE BORROWING OF MONEYS FOR THE PURPOSE OF REFINANCING MULTIFAMILY HOUSING DEVELOPMENTS AND AUTHORIZING THE EXECUTION AND DELIVERY OF AND APPROVING BOND DOCUMENTS AND OTHER RELATED DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Housing Authority of the City of Alameda (the "Authority") is authorized pursuant to Articles 1 through 5 of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act"), to borrow moneys to finance and refinance the acquisition, rehabilitation and development of housing developments to be occupied, in part, by persons and families of low and very low income residing within the jurisdiction of the Authority; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to engage in a program (the "Program") of refunding revenue bonds of the Authority (the "Prior Bonds") issued to refinance the construction and development of two multifamily residential rental housing facilities known as Eagle Village Apartments (the "Eagle Project") and Parrot Village Apartments (the "Parrot Project," and collectively, the "Projects"), each located in the City of Alameda, California (the "City") and has determined to borrow money for such purpose as authorized by the Act;

WHEREAS, the Alameda Public Finance Authority (the "Finance Authority") is issuing its Alameda Public Finance Authority Multifamily Housing Revenue Refunding Bonds (Eagle Village/Parrot Village Apartments) 2005 Series A, in an aggregate principal amount not to exceed \$7,000,000 (the "Bonds"), and has determined to lend the proceeds thereof to the Authority in order to provide refinancing the Projects;

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to borrow the proceeds of the Bonds to refinance the Projects; and

WHEREAS, in connection with the borrowing of the moneys for the refinancing of the Projects, the Authority will enter into and execute a Financing Agreement, a Regulatory Agreement and Declaration of Restrictive Covenants with respect to each Project, a Bond Purchase Agreement, an Official Statement and a First Deed of Trust, Absolute Assignment of Rents, Security Agreement and Fixture Filing;

WHEREAS, the Authority hereby finds and declares that this resolution is being adopted pursuant to the powers granted by the Act;

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the Authority's borrowing of the moneys contemplated by this resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority, as follows:

Section 1. The Authority hereby finds and declares that the above recitals are true and correct.

Approved as to Form
12-21-05
GENERAL COUNCIL

Section 2. The Authority hereby approves the borrowing of not-to-exceed \$7,000,000 from the Finance Authority from the proceeds of the Bonds in order to refinance the Projects.

Section 3. The following documents (collectively, the "Bond Documents"), in the form on file with the Secretary of the Authority, are hereby approved:

- (a) the Financing Agreement (the "Financing Agreement") among the Authority, the Finance Authority and U.S. Bank National Association, as trustee (the "Trustee");
- (b) the Regulatory Agreement and Declaration of Restrictive Covenants with respect to the Parrot Project among the Finance Authority, the Authority, and the Trustee (the "Parrot Regulatory Agreement");
- (c) the Regulatory Agreement and Declaration of Restrictive Covenants with respect to the Eagle Project among the Finance Authority, the Authority and the Trustee (the "Eagle Regulatory Agreement" and together with the Parrot Regulatory Agreement, the "Regulatory Agreements");
- (d) the Bond Purchase Agreement (the "Purchase Contract") among the Authority, the Finance Authority and Stone & Youngberg LLC (the "Underwriter");
- (e) the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"); and
- (f) the Remarketing Agreement (the "Remarketing Agreement") between the Authority and the Underwriter.

The Chairman, Vice Chairman or Executive Director (the "Designated Officers") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Bond Documents and any other documents required to be executed and delivered in connection with the issuance and delivery of the Bonds, included, but not limited to, a deed of trust encumbering the Projects, and to bring to final form the Preliminary Official Statement (the "Official Statement") upon the sale of the Bonds, and to execute the Official Statement, and the Secretary is hereby authorized and directed, for and in the name and on behalf of the Authority, to attest, when applicable, the Designated Officer's signature on the Bond Documents, in substantially said form, with such additions thereto or changes therein as are recommended or approved by such officers upon consultation with bond counsel to the Authority, including such additions or changes as are necessary or advisable in accordance with Section 5 hereof, the approval of such additions or changes to be conclusively evidenced by the execution and delivery by the Authority of the Bond Documents.

Section 4. All actions heretofore taken by the officers and agents of the Authority with respect to the establishment of the Program and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the proper officers of the Authority, including the Designated Officers, are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution and resolutions heretofore adopted by the Authority and in order to carry out the Program, including but not limited to those certificates, agreements and other documents described in the Financing Agreement, the Regulatory Agreements, the Bond Purchase Agreement and the other documents herein approved and any certificates, agreements or documents as may be necessary to further the purpose hereof.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required in connection with the matters authorized by this Resolution, whether before or after the issuance of the Bonds, may be given or taken by the Designated Officers of the Authority, or by any of them, without further authorization by this Board, and the Designated Officers of the Authority, and each of them, is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action which the Designated Officers, or any of them, may deem necessary or desirable to further the purposes of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption.

DULY PASSED THIS 19TH DAY OF APRIL, 2005

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Chairman

ATTEST: _____
Secretary

UNAPPROVED MINUTES
MINUTES OF THE SPECIAL JOINT CITY COUNCIL AND
COMMUNITY IMPROVEMENT COMMISSION MEETING
TUESDAY - - - APRIL 5, 2005 - - - 5:31 P.M.

Mayor/Chair Johnson convened the Special Joint Meeting at 7:25 p.m.

ROLL CALL - Present: Councilmembers/Commissioners Daysog,
deHaan, Gilmore, Matarrese, and
Mayor/Chair Johnson - 5.

Absent: None.

The Special Joint Meeting was adjourned to Closed Session to consider:

(05- CC/05- CIC) Conference with Legal Counsel - Existing Litigation; Name of cases: Alameda Belt Line v. City of Alameda, Alameda Belt Line v. City of Alameda, and City of Alameda v. Alameda Belt Line.

Following the Closed Session, the Special Joint Meeting was reconvened and Mayor/Chair Johnson announced that the Council/Commission obtained briefing from Legal Counsel.

Adjournment

There being no further business, Mayor/Chair Johnson adjourned the Special Joint Meeting at 7:28 p.m.

Respectfully submitted,

Lara Weisiger, City Clerk
Secretary, Community Improvement
Commission

The agenda for this meeting was posted in accordance with the Brown Act.

CITY OF ALAMEDA

MEMORANDUM

To: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Community Improvement Commission

From: William C. Norton
Acting City Manager / Acting Executive Director

Date: April 6, 2005

Re: Approval of Annual Operating and Capital Budget for Bayport Project

BACKGROUND

The Disposition and Development Agreement, as amended (collectively, the “DDA”) for the FISC Catellus Mixed-use Project (“Project”) defines certain budget procedures and reporting requirements for the CIC Project Budget. In conformance with Section 6.2.3. of the DDA, the current CIC Project Budget has been prepared, revised and updated in consultation with the Master Developer and is being presented for review and approval at a joint meeting of the City Council and CIC on April 19, 2005.

Two Project Budgets were formally reviewed and approved in 2000 and 2001 as part of the approval of the original DDA and First Amendment to the DDA. The collapse of the commercial office/research and development markets in 2002 required that both the Master Developer and CIC consider implementation of a residential-only Project. In order to move forward in a timely manner to take advantage of a strong residential market, a Second Amendment to the DDA was approved in 2003.

The terms and conditions of the Second Amendment to the DDA helped enhance the economic viability of the residential Project by requiring changes in the phasing and timing of demolition, infrastructure improvements and takedown of residential and commercial land. Negotiated return benefits to the City included provisions for establishment of a maintenance district; an accelerated profit participation payout that accrues at the sale of each home versus the end of the project; a reduced interest rate; and a deferred repayment of half of the outstanding predevelopment loan to the end of the residential Project to be repaid only if the CIC has net Project revenues available. The Second Amendment also provided shortfall loan security to the Master Developer through a deed of trust on the then remaining Residential Conveyance Parcels 2 and 3. As each Residential Conveyance Parcel is sold, the remaining Residential Conveyance Parcel(s), if any, are re-conveyed as the remaining security.

Since the approval of the Second Amendment to the DDA, regular updates have been made to the CIC on the status of the Project including summaries of the Project’s estimated revenues, expense obligations and projected net cash flows. The last two formal presentations were provided to the City Council and CIC in February 2003 and August 2004, respectively.

The strength in the City of Alameda's residential housing market over the past two years has resulted in improved net revenue projections on the build-out of the Project. The variance from the Project Budget presented to the CIC in August 2004 and the current April 2005 Project Budget is primarily due to the increase in the projected average home sales price and a slight decrease in Project costs.

DISCUSSION/ANALYSIS

Pursuant to Section 6.2.3.2 of the DDA, the CIC Project Budget sets forth, on a reasonably itemized basis, the projected "Project Revenues" to be received and the projected "Project-Related Expenses" to be incurred for the Project (including provisions for reasonable contingencies for Project-Related Expenses), for each fiscal year.

Updates and reconciliations to the Project Budget have occurred on an ongoing basis and have been reviewed by staff and the Master Developer as a pre-condition to each of the three Residential Parcel Conveyances. A total of 190 lots was conveyed in June 2003. An additional 120 lots were conveyed in October 2004. The remaining 175 lots are scheduled to be conveyed prior to June 2005.

Anticipated Project Revenues and Project Related Obligations / Expenses as defined in Section 6.2 of the DDA consist of the following general categories:

- Project Revenues: 1) Land Sales Proceeds, 2) Reimbursements, 3) Residential Profit Participation, and 4) Tax Increment.
- Project Obligations / Expenses: 1) Predevelopment, 2) Demolition, 3) Backbone Infrastructure Costs, 4) Development Expenditures including: a) Debt Service, b) Housing Agreement, c) Administrative and Legal Costs, d) Project Management Costs, and e) Other Project Expenses Related Directly to the Project, 5) School District Payments and 6) Assistance for Park.

A summary of the current Project Budget in the format previously presented to the City/CIC is shown in the following Tables:

TABLE A

Project Revenue Sources (in \$M)	Aug 2004	Apr 2005	Difference
▪ ARRA	\$0.6	\$0.6	0
▪ BWIP Bonds	\$7.3	\$7.3	0
▪ BWIP Affordable Housing Bonds	\$0.8	\$0.8	0
▪ Land Sales Proceeds	\$28.5	\$28.5	0
▪ Other & AIG Haz-Mat Insurance Reimbursements	\$3.8	\$4.8	1.0
▪ CIC Residential Profit Participation	\$19.8	\$28.2	8.4
▪ New Tax Increment Tax Allocation Bond (TAB)	\$13.0	\$14.1	1.1
Total Project Revenue Projections	\$73.8	\$84.3	10.5

TABLE B

Project Obligations / Expenses (in \$M)	Aug 2004	Apr 2005	Difference
▪ Predevelopment (includes interest)	\$12.0	\$12.0	0
▪ Total Estimated Cost of Demolition, Infrastructure & Fees	\$46.7	\$46.5	-0.2
▪ City Admin & Consultants	\$3.0	\$3.0	0
▪ Shortfall Loan Interest	\$4.6	\$3.1	-1.5
▪ Assistance for New K-8 School	\$3.2	\$3.2	0
▪ Assistance for New Public Park	\$1.3	\$1.6	0.3
Total Project Obligations / Expense Projections	\$70.8	\$69.4	-1.4

TABLE C

Total Net Revenue Proforma Summary (in \$M)	Aug 2004	Apr 2005
▪ Total Revenues (as shown above)	\$73.8	\$84.3
▪ Less Total Obligation / Expenses (as shown above)	\$70.8	\$69.4
Estimated Net Project Revenue including TAB*	\$3.0	\$14.9
▪ Less projected TAB* capacity	\$13.0	\$14.1
Estimated Net Project Revenue w/o TAB*	-\$10.0	\$0.8

* Tax Increment Tax Allocation Bond

In Table A above, differences between the August 2004 and the April 2005 Project revenues are primarily attributable to the increase in the average home sales price reflective of the market. In fact, under the current assumptions and as shown in Table C, the CIC would no longer need a \$14.1 million tax allocation bond in 2008 and would still maintain a positive bottom line. Most of the variances on the expense side shown in Table B are due to actual expenses incurred to date being less than what was originally projected with exception of the Park budget, which was increased by \$300,000 based on projected cost.

The CIC's obligation under the DDA to complete demolition and to provide backbone infrastructure improvements necessary to serve the Residential-only Project is scheduled to be complete by the end of 2005. The adjoining 62-unit affordable housing development is also scheduled for completion by the end of 2005. The new 7-acre school and 4-acre community park are scheduled to open September 2006. Build-out of the entire residential development is tentatively scheduled for completion in FY 2007/08. As of February 28, 2005, the CIC has conveyed 332 of 485 lots to the Master Developer. The Developer has pulled 148 building permits and 57 homes have been sold.

BUDGET/FINANCIAL IMPACT

The updated April 2005 Project Budget summarized in the above Tables shows that CIC land sales proceeds and residential profit participation revenues alone could potentially fund the residential-only Project. The projected net revenue to the CIC assumes full repayment of the predevelopment and shortfall loan interest and principal. The only on-going obligation would be debt service on the 2002 BWIP bond used to fund demolition. These bonds were refinanced in 2003 with annual payments of approximately \$800,000 beginning in 2007, which will be netted out of the annual tax increment generated by the Project. As shown above in Table C, without the need to issue a new tax allocation bond, the current April 2005 Project Budget shows estimated future net revenue to the CIC in the amount of approximately \$800,000.

Prior budgets had anticipated that the CIC would need to bond all available tax increment generated from the Project to meet the Project's capital needs. The good news is that unless Catellus proceeds with any portion of the entitled commercial office and/or R&D development on the FISC property under its current agreement, the CIC may not have to issue a new tax allocation bond. Without additional debt service from a new tax allocation bond on the Project, more tax increment will be available on an annual basis for other redevelopment projects. It is important to note however, that rising interest rates, a slow down in the market, etc. could trigger the need to issue the bonds for a smaller amount than the projected capacity.

Even if a new tax allocation bond becomes a requirement as a result of changes in the market, the projected net proceeds to the CIC in Table A demonstrate that Project Revenues generated as a result of the build-out of the residential-only Project are more than sufficient to pay for the CIC's required DDA obligations without general fund assistance.

RECOMMENDATION

It is recommended that the City Council of the City of Alameda, and the Board of Commissioners of the Community Improvement Commission approve the Bayport Project Annual Operating and Capital Budget as presented.

Respectfully submitted,




Leslie A. Little

Development Services Director



By: Debbie Potter
Manager, Base Reuse and Redevelopment
Division



Douglas H. Cole
Redevelopment Manager

WCN/LAL/DP/DHC: dc

cc: David Brandt, City Attorney's Office

**Special Joint City Council and Community
Improvement Commission Meeting**

Item 2, Joint Public Hearing to be continued to May 3, 2005

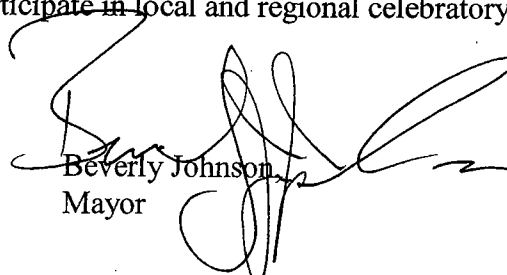
Proclamation

- WHEREAS,*** April 23, 2005 will be the 35th annual celebration of Earth Day, and the month of April will find many events to express environmental concern; and
- WHEREAS,*** Earth Day began in 1970 as a long term endeavor to build a planet that would be clean, healthy, prosperous and sustainable; and
- WHEREAS,*** cities and communities can and must make major contributions to solving our environmental and natural resource problems through land use, transportation, solid waste, wastewater treatment, and zoning decisions that shape our environment; and
- WHEREAS,*** local governments currently operate numerous ride-sharing, recycling, energy and water conservation, and hazardous waste programs that depend on widespread understanding and participation in order to be successful; and
- WHEREAS,*** it is time for everyone to increase their understanding of the importance for participating in these programs and in general respect for all our natural resources; and
- WHEREAS,*** Earth Day will reach beyond existing environmental constituencies to involve the broadest possible cross-section of society including business, media, religious, political, youth, academic and cultural leaders; and
- WHEREAS,*** the City of Alameda, together with the community, can continue to meet the challenges sustaining our environment; and
- WHEREAS,*** Public Works Department, Alameda Recreation and Park Department and Alameda Power & Telecom, are jointly sponsoring Earth Day festivities on April 23, 2005 at Washington Park;

NOW, THEREFORE, I, Beverly Johnson, Mayor of the City of Alameda, do hereby proclaim April 23,

Earth Day Alameda 2005

and pledge the City's support and invite all Alameda citizens, businesses, civic groups, government agencies, and other organizations to participate in local and regional celebratory and educational activities.


Beverly Johnson
Mayor

UNAPPROVED MINUTES
MINUTES OF THE SPECIAL CITY COUNCIL MEETING
TUESDAY- -APRIL 5, 2005- -5:30 P.M.

Mayor Johnson convened the Special Meeting at 5:45 p.m.

Roll Call - Present: Councilmembers Daysog, deHaan, Gilmore,
Matarrese, and Mayor Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(05-____) Public Employee Performance Evaluation; Title: City Attorney.

(05-____) Conference with Labor Negotiators; Agency Negotiators: Human Resources Director and Craig Jory; Employee Organizations: Police Association Non-Sworn (PANS), International Brotherhood of Electrical Workers (IBEW) and Management and Confidential Employees Association (MCEA).

Following the Closed Session, the Special Meeting was reconvened and Mayor Johnson announced that regarding Public Employee Performance Evaluation, the Council provided direction; and regarding Conference with Labor Negotiators, the Council obtained a briefing from Labor Negotiators.

Adjournment

There being no further business, Mayor Johnson adjourned the Special Meeting at 7:25 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
TUESDAY - - APRIL 5, 2005 - - 7:30 P.M.

ROLL CALL Present: Councilmembers Daysog, deHaan, Gilmore,
Matarrese and Mayor Johnson - 5.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(*05-____) Minutes of the Special City Council Meeting, the Special Joint City Council and Community Improvement Commission Meeting, and the Regular City Council Meeting held on March 15, 2005; and Special City Council Meetings held on March 22, 2005. Approved.

(*05-____) Ratified bills in the amount of \$4,165,275.22.

(*05-____) Recommendation to accept the City of Alameda Investment Policy. Accepted.

(*05-____) Recommendation to approve two-month Contract extension for William C. Norton for City Manager services. Accepted; and

(*05-____) A) Resolution No. 13824, "Requesting that the Public Employee Retirement System Board Waive the 960-Hour Rule for William C. Norton." Adopted.

(*05-____) Resolution No. 13825, "Approving Revised Memorandum of Understanding and Salary Resolution Between the Alameda Police Officers Association Non-Sworn Unit and the City of Alameda for the Period Commencing December 28, 2003 and Ending December 24, 2006." Adopted.

(*05-____) Introduction of Ordinance Approving and Authorizing Execution of Lease Between the City of Alameda (Lessor) and the County of Alameda (Lessee) for Real Property Located at 1429 Oak Street. Introduced.

REGULAR AGENDA ITEMS

(05-____) Public Hearing to consider an Appeal of the Planning Board's approval of Rezoning, R04-0002, to rezone ½ acre from R-5 to C-C; Variance, V04-0018, for a second driveway when one driveway is permitted by the Alameda Municipal Code; Use Permit, UP04-0013, for expansion of the vet clinic, and Design Review, DR04-0101, to allow a 5,300 square foot new commercial building (veterinary hospital) to replace approximately 2,000 square feet of commercial buildings, with a parking lot expansion to 23 spaces. The property is located at 1410 Everett Street, 2501 Central Avenue and 2507 Central Avenue, in the C-C Community Commercial and R-5 General Residential Zoning Districts. Applicant: Mary Applegate and Cathy

Wydner. Appellant: John Barni, Jr.; and

(05 A) Resolution No. 13826, "Upholding the Planning Board's Recommendation to Approve Rezoning R04-002, Variance V04-018, Use Permit UP04-013 and Major Design Review, DR04-101, for Construction of a Veterinary Clinic, with an amendment to include that the Applicant has a dog walking policy and that kenneling is limited to clients." Adopted.

The Supervising Planner provided a brief presentation on the project.

Mayor Johnson opened the Public Hearing.

Proponents (In favor of appeal): John Barni, Jr., Appellant (provided diagram); Monica Pena, Alameda; Heather Beales, Alameda; and Joe Meylor, Alameda.

Opponents (Not in favor of appeal): Lawrence Henderson, Alameda; Susan Corlett, Alameda; Helen Mohr Thomas, Alameda; Diane Schaffer, Oakland; Cathy Wydner, Applicant; Steve Busse, Park Centre Animal Hospital; Geni Manchester; Mary Applegate, Applicant; Nancy Matthews, Alameda (submitted letter); and Robb Ratto, Park Street Business Association (PSBA).

There being no further speakers, Mayor Johnson closed the Public Hearing.

Vice Mayor Gilmore inquired whether the Public Works Department reviewed the current site plan and verified that the plan met vehicle standards for safety and setbacks.

The Supervising Planner responded that there are hundreds of instances where buildings are up to the edge of the sidewalk in the commercial districts; stated that she would assume there were no restrictions since the Public Works Department reviewed the plan and did not raise the issue.

The Acting City Manager stated that the Engineering Department would have commented if the site distance were a problem.

Councilmember deHaan inquired whether the commercial area was willing to have dogs walk in the area, to which Mr. Ratto, PSBA, responded absolutely.

Councilmember deHaan stated dog walking in neighborhoods has always been a problem; that he feels more comfortable with the concessions [made by Applicant regarding dog walking] that have been made

tonight; that he is very satisfied with the architectural design changes; that he can live with the client only boarding concession; that he did not hear dogs barking at the site; noted that the site is a very professional and confined operation; a lot of dogs have to stay in kennels for a period of time and are picked up later in the day; that in mind, he feels comfortable with moving forward with the project.

Mayor Johnson stated that the Applicant has been very accommodating.

Councilmember Matarrese moved adoption of the resolution upholding the Planning Board's recommendation.

Vice Mayor Gilmore seconded the motion.

Under discussion, Councilmember deHaan inquired how the recommended concessions [regarding kenneling and dog walking] would be reflected in the motion.

The Supervising Planner stated the conditions of approval do not include the Applicant's agreement that only patients be kenneled on site, not general kenneling; as to walking in the neighborhood, a condition could be crafted that encourages use of streets other than Regent Street and the south side of Central Avenue, which might be difficult to enforce.

Mayor Johnson inquired whether the approval could reflect that the Applicant has an adopted dog walking policy, to which the Supervising Planner responded the dog walking policy could be incorporated.

Mayor Johnson inquired whether including the policy was acceptable to the Applicant, to which the Applicant responded in the affirmative.

Councilmember Matarrese amended his motion to incorporate reference to the Applicant's dog walking policy as well as the kenneling of client animals only.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(05-) Public Hearing to consider an Appeal of the Planning Board's approval of Design Review, DR04-0113, and Planned Development, PD04-0004, for the construction of a new 6,000 square foot community center and four detached sixteen-car garages, exterior modifications to existing apartment buildings, and other

site modifications at the 615 unit Harbor Island Apartments Complex. The site is located at 433 Buena Vista Avenue within the R-4 PD, Neighborhood Residential Planned Development Zoning District. Applicant: Chris Auxier for Alameda Multi Family Ventures LLC. Appellant: Lorraine Lilley; and

(05-____A) Resolution No. 13827, "Upholding the Planning Board of the City of Alameda's Decision to Approve Design Review DR04-0113 and Planned Development PD04-0004 to Construct a 6,000 Square Foot Community Center and Four Detached Garages, Exterior Modifications to Existing Buildings, and Other Site Modifications at the 615 Unit Harbor Island Apartment Complex Located at 433 Buena Vista Avenue, Located in an R-4 PD, Neighborhood Residential Planned Development Zoning District." Adopted.

The Supervising Planner provided a brief presentation on the project.

Councilmember Matarrese inquired whether asbestos abatement is part of the permitting process.

The Supervising Planner responded in the affirmative.

Mayor Johnson opened the Public Hearing.

Proponents (In favor of appeal): Lorraine Lilley, Harbor Island Tenant Association; Modessa Henderson, Harbor Island Tenant Association; Lynette Lee, Oakland; Delores Wills Guyton, Harbor Island Tenant Association; Eve Bach, Arc Ecology (submitted handout); Reginald James, Alameda; and Michael Yoshi (submitted handout).

Opponent (Not in favor of appeal): Mark R. Hartney, Alameda Multi Family Ventures.

Following Ms. Henderson's comments, Mayor Johnson inquired what type of engineering review must be done to ensure the building is structurally safe.

The Supervising Planner responded that all of the plans would be reviewed.

The Project Architect stated that work must conform with the 2001 California Building Code (CBC); noted that he is unaware of any part of the existing building that is not structurally sound; stated that the Building Department would have notified the property owners if the building was not structurally sound.

Mayor Johnson inquired whether that is how the process works.

The Supervising Planner responded that plans reviewed by the Building Department would be checked against the Alameda Building Code; stated any new construction has to be done according to the 2001 CBC; that any rehabilitation to the existing buildings needs to be done to Code, but not necessarily the 2001 CBC.

Mayor Johnson inquired whether there would be any work done that would trigger a requirement for all buildings to be brought up to code, to which the Supervising Planner responded that she was not qualified to answer the question; stated the Building Official would need to respond.

Councilmember Matarrese inquired whether any safety issues would be addressed by the Building Official before the buildings were reoccupied and whether a Certificate of Occupancy would need to be issued.

The Supervising Planner responded that the Building Code requires that only safe buildings be occupied.

The Project Architect stated that he was not aware that the Building Department identified any structural problems.

Vice Mayor Gilmore inquired how the balconies would be checked.

The Project Architect responded that a Structural Engineer would make sure that the existing balconies are structurally sound.

Mr. Hartney stated that the Community Center and any additional work on the old building needs to be built to 2001 CBC; noted that the Planning Department would check the safety of every building before a Certificate of Occupancy is issued.

The Acting City Manager stated that the exterior work is primarily cosmetic; noted that nothing was being done that would structurally change the balconies; stated that he would ensure that the Building Official check the balconies and that the American with Disabilities Act (ADA) trigger would be reviewed.

The Project Architect stated that the 2001 CBC has a provision that excludes any upgrades from complying with the ADA for residential buildings built and occupied before 1991; noted that any new work done to the Community Center needs to conform with the current standards.

Councilmember Daysog inquired whether the building would implement

fire safety measures.

The Acting City Manager responded that the Fire Marshall determined that there were some Fire Code problems and notified the property owner; stated a report from the Fire Marshall indicated the problems were repaired with the exception of the fire alarm system and elevator.

The Project Architect stated that agreements have been developed with the Building, Planning and Fire Departments regarding the level of upgrades that need to be satisfied.

There being no further speakers, Mayor Johnson closed the Public Hearing.

Mayor Johnson inquired whether the Planning Department was under a deadline for the project.

The Supervising Planner responded that there is a statutory deadline under the Permit Streamlining Act; stated that once a project has been deemed complete, action needs to be taken within [60 days].

Councilmember Daysog inquired whether the approval for the Community Center was via the Permit Streamlining process and whether there are other aspects of the overall project that would be subject to the Permit Streamlining process.

The Supervising Planner responded that all discretionary permits are subject to the Permit Streamlining process which includes the Design Review and the Planned Development amendment for the Community Center and the new garage buildings.

Councilmember Daysog inquired whether there are issues other than what is being addressed tonight that are subject to the Permit Streamlining process.

The Supervising Planner responded that the structural issues are not part of the Permit Streamlining process; stated the structural and plumbing issues are not under the Planning Board's purview.

Mayor Johnson stated the Building Code Appeals Board reviews building code deviations.

The Supervising Planner stated that the Building Code Appeals Board addresses instances where a building permit is not issued because of a technical requirement when the applicant believes that an alternate method for construction would be appropriate.

Councilmember Daysog stated that it appears that acceptance of the Community Center design green lights the project and that structural issues would be dealt with administratively.

Mayor Johnson inquired whether structural findings could be brought back.

The Acting City Manager responded in the affirmative; stated an off agenda report would be provided.

Councilmember Daysog inquired what is the tenant status, to which the Acting City Manager responded there are four tenants remaining on leases or have approval from the property owners to stay for two or three months.

Mr. Hartney stated that there is a 60-day timeframe for the Permit Streamlining Act; that the deadline was in February; the Planning Board requested another study session and an extension, which was granted; stated that three tenants would be remaining as of tomorrow at noon; noted that the remaining tenants are under long-term leases.

Vice Mayor Gilmore inquired whether the cosmetic work would trigger a requirement to upgrade the electrical or plumbing, to which the Supervising Planner responded that she would provide Council information on the matter.

Vice Mayor Gilmore inquired whether the Community Center was considered an amenity to the project and whether the City has any way of regulating the size or square footage of a building that can be deemed a Community Center.

The Supervising Planner responded that there is no regulation; stated that the Fifteen Group wanted to provide an opportunity for some amenities but the building would not be a sufficient size to hold tenant meetings.

Vice Mayor Gilmore inquired whether the prior use of two units as office space was an expansion of use and whether there is an issue with Measure A, to which the Supervising Planner responded that staff would provide Council information on the matter.

Mr. Hartney stated that the plans show that the building was permitted for 615 units; noted that it is not a change of use if the owner chooses to take two units off the market to use for its own purpose, and then put the units back on the market.

Vice Mayor Gilmore inquired whether there would still be 615 units if the two office space units return to rented units, to which Mr. Hartney responded in the affirmative.

Councilmember deHaan inquired what was the intent to upgrade the electrical and plumbing.

The Project Architect responded that drawings for improvements need to be submitted for a building permit; stated the drawings would be reviewed to ensure conformance with the conditions of approval and agreements that were negotiated through the Design Review process; noted that interior upgrade permits have already been submitted.

Mayor Johnson inquired whether the elevators, to which the Project Architect responded in the affirmative.

Councilmember Matarrese requested a review on the process of safety issues prior to occupancy and clarification on lead and asbestos abatement; inquired how the sewer issues are connected with the process of upgrading the exteriors of the buildings and whether sprinklers would be required in the building.

The Acting City Manager responded lead and asbestos abatement and sewer problems are not addressed as part of the exterior review but would take place in the ministerial part of the building permits; noted a qualified contractor would need to perform the lead and asbestos abatement work; stated that the sewer issue would probably not be triggered but should be addressed.

Councilmember Matarrese inquired whether the sewer work would be required to be done, to which the Acting City Manager stated that the sewer work should be reviewed.

The Project Architect stated that the sewer work is a condition of approval; noted that some of the work has already been done and presented to the Public Works Department.

The Acting City Manager stated that there are parts of the project which would require sprinklers.

The Project Architect stated that public hallways and common areas would be protected with a fire sprinkler system and the fire alarm system would be upgraded; stated that reports from the Applicants are required as part of the demolition permitting process; noted testing has been done for lead in the water and the reports have come back clean.

Councilmember deHaan stated that he would like to have a commitment

to look at the transportation mode.

The Project Architect stated that parking has been a concern since the beginning; noted that eliminating the carports has maximized the amount of parking on the site; stated that he cannot guarantee that there will not be an overflow.

Councilmember Daysog noted that the Judge made a decision and the redevelopment project must go forward.

Mayor Johnson concurred with Councilmember Daysog; stated that information has been requested on issues raised.

Councilmember Daysog moved adoption of resolution denying the Appeal.

Councilmember deHaan seconded the motion, which carried by the following voice vote: Ayes: Councilmembers Daysog, deHaan, and Mayor Johnson -5. Noes: Vice Mayor Gilmore and Councilmember Matarrese - 2.

(05-____) Ordinance No. 2937, "Amending the Alameda Municipal Code by Amending Section 30-2 (Definitions); Amending Subsection 30-3.2 (Combining Districts); Adding a New Subsection 30-4.22 (T-Theater Combining District); and Reclassifying and Rezoning Certain Properties Within the City of Alameda to Include the Theater Combining District." Finally passed.

Councilmember deHaan moved final passage of Ordinance.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote - 5.

(05-____) Ordinance No. 2938, "Amending the Alameda Municipal Code by Amending Section 30-2 (Definitions) of Article I (Zoning Districts and Regulations) of Chapter XXX (Development Regulations) by Adding a New Section 30-6 (Sign Regulations) to Chapter XXX (Development Regulations)." Finally passed.

Councilmember Matarrese moved final passage of Ordinance.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote - 5.

ORAL COMMUNICATIONS, NON-AGENDA

(05-____) Michael McGhee, Alameda, stated that he wants to develop a resource guide of veterans' services available in Alameda; the

Housing Authority should refer veterans seeking housing to Operation Dignity; that he welcomes help from the City Council or private businesses.

(05-____) Deborah James, Alameda, stated that Redding Property Management Group is trying to evict tenants without going through due process.

(05-____) Reginald James, Alameda, stated that there are reoccurring fires from a malfunctioning dryer at the Esperanza Community Center; noted problems should be addressed.

COUNCIL COMMUNICATIONS

(05-____) Selection of Councilmember and alternate to serve as the Association of Bay Area Governments representative.

Councilmember Matarrese moved that Vice Mayor Gilmore serve as the Association of Bay Area Governments representative and Councilmember deHaan serve as the alternate.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote - 5.

(05-____) Mayor Johnson read the names of the members of the newly formed Task Force: Vice Mayor Gilmore, an Alameda Unified School District Board Member, Acting City Manager Bill Norton or designee, Lorraine Lilley, Tom Matthews, Kendra Holloway, Steve Edrington, Hadi Monsef and Carol Martino.

Councilmember Matarrese inquired what was the timeframe for providing findings, to which the Acting City Manager responded 60 days.

Councilmember Matarrese inquired about the goal of the Task Force, to which the Acting City Manager responded preventing future mass evictions and creating more affordable housing.

Councilmember Matarrese inquired whether the focus would be centric to the surrounding Harbor Island Apartments or to a broader area.

The Acting City Manager responded there is more opportunity in the West End but possibilities should not be limited.

Mayor Johnson noted that information is not coordinated enough; staff in different departments reviewed building code violations and fire code violations in the Harbor Island Apartments; staff should review the issue of coordinating that information.

(05-____) Councilmember Daysog requested that staff respond to a resident's inquiry regarding the rules of operating a roving coffee shop.

Mayor Johnson stated the resident wants to operate a coffee truck in the City parking lot by the Dog Park; the resident indicated that East Bay Regional Park representative Doug Siden supports the idea.

(05-____) Councilmember deHaan stated that the Cineplex and parking structure designs are dovetailing together; requested the designs be presented at the same time and an overall design provided.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the Regular Meeting at 11:37 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

UNAPPROVED MINUTES

MINUTES OF THE SPECIAL CITY COUNCIL MEETING THURSDAY- -APRIL 7, 2005- -4:00 P.M.

Mayor Johnson convened the Special Meeting at 4:10 p.m.

Roll Call - Present: Councilmembers Daysog, deHaan, Gilmore,
Matarrese, and Mayor Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(05-____) Public Employment - Title: City Manager.

Following the Closed Session, the Special Meeting was reconvened and Mayor Johnson announced that no decision was made.

Adjournment

There being no further business, Mayor Johnson adjourned the Special Meeting at 8:10 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

UNAPPROVED MINUTES
MINUTES OF THE SPECIAL CITY COUNCIL MEETING
FRIDAY - - - APRIL 8, 2005 - - - 3:30 P.M.

Mayor Johnson convened the Special Meeting at 4:10 p.m.

Roll Call - Present: Councilmembers Daysog, deHaan, Gilmore,
Matarrese, and Mayor Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(05-) Public Employment - Title: City Manager.

Following the Closed Session, the Special Meeting was reconvened and Mayor Johnson announced that no decision was made.

Adjournment

There being no further business, Mayor Johnson adjourned the Special Meeting at 9:10 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

April 14, 2005

Honorable Mayor and Councilmembers:

This is to certify that the claims listed on the check register and shown below have been approved by the proper officials and, in my opinion, represent fair and just charges against the City in accordance with their respective amounts as indicated thereon.

<u>Check Numbers</u>	<u>Amount</u>
134938 - 135618	1,758,769.62
E13359 - E13472	69,270.86

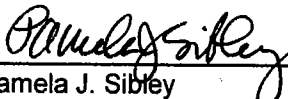
Void Checks:

134681	(195.00)
133032	(1,092.00)
135050	(195.00)

GRAND TOTAL

1,826,558.48

Respectfully submitted,



Pamela J. Sibrey

Council Warrants 04/19/05

BILLS #4-B
04/19/05

CITY OF ALAMEDA

MEMORANDUM

April 13, 2005

TO: Honorable Mayor and
Councilmembers

FROM: William C. Norton
Acting City Manager

RE: Recommendation to Approve Agreement with Community Playgrounds,
Inc. in the Amount of \$98,930 for the Leydecker Park Playground
Renovation Project.

Background

In March 2002, California voters approved the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Act (Proposition 40). This act provides funds for all agencies that protect parklands and provide recreational resources. The California Department of Parks and Recreation administers the Bond Act.

On October 21, 2003, the City Council authorized the filing of an application for the State Proposition 40 Park Bond Grant Funds. The State contract includes the Leydecker Playground Renovation Project.

On July 20, 2004, the City Council approved the FY 04-06 Capital Improvement Program (CIP). The approved CIP Program included the Leydecker Play Area Renovation & Relocation project (CIP #04-28).

Discussion/Analysis

The playground equipment at Leydecker Park was installed in 1980. Over the years, this equipment has deteriorated and does not conform to the new Playground Safety and ADA standards. The Playground Renovation Project will relocate the existing playground to a new location adjacent to the Recreation Building. This new location will be further away from the softball field and will reduce the possibility of batted balls landing in the play area. After the new playground equipment is installed the Contractor will remove and dispose of the existing old equipment.

The new playground equipment incorporates current playground safety standards that include the highest quality of materials for equipment. Renovation of the play area will provide a myriad of new recreation activities for the mobility-impaired and will complete the City's goal of providing quality leisure opportunities at all park facilities. The Contractor will install a wood fiber surface material that meets standards of safety for

children and complies with ADA requirements. Two new benches will be installed. Staff will conduct a community meeting at the park to receive public input prior to finalizing the new playground design.

A Request for Proposals (RFP) was developed and distributed in February 2005. A total of three (3) proposals were received, one of which did not provide all the information requested leaving only two responsive bidders. The proposal from Community Playgrounds, Inc. was selected based on their extensive experience and qualifications and the fact that they were the lowest responsive bidder. The Playgrounds by Design recreation equipment which will be installed incorporates current playground quality standards, construction, and safety features that are ADA compliant and will provide a fun and imaginative play environment for children. Playgrounds by Design are a widely recognized playground equipment manufacturer, that provides excellent product warranties and outstanding references. Their lifetime warranty applies to all play structure posts, clamps, and hardware and their 15 year warranty guarantee on decks, rails, pipes, etc., far exceeds the industry average of five (5) years for most components.

Budget Consideration/Financial Impact

Funding for the project (CIP 04-28) is through the State Proposition 40 Park Bond Act Grant. The total project budget is \$120,500 for the Leydecker Park Playground Renovation.

The Project Budget includes the construction costs of \$98,930, a 10% contingency of \$9,893, and \$11,677 that has been reserved for playground drainage and site improvements which will be provided by separate City contracts.

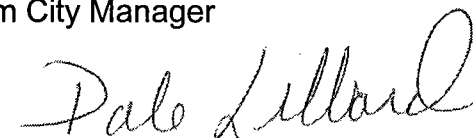
Recommendation

It is recommended that Council approve an agreement with Community Playgrounds, Inc. in the amount of \$98,930 for the Leydecker Park Playground Renovation Project.

Respectfully submitted,

William C. Norton
Interim City Manager

By:



Dale Lillard, Acting Director
Alameda Recreation & Parks

WCN:DL:bf
Attch.

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2005, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Community Playgrounds, Inc., a California Corporation, whose address is 1620 Grant Avenue, Suite 5, Novato, CA 94945 (hereinafter referred to as "Contractor"), is made with reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. City and Contractor desire to enter into an agreement for Leydecker Park Playground Renovation Project in accordance with the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The Contractor shall begin work upon notice from the Recreation and Park Acting Director and shall diligently carry on the work to completion within forty-five (45) consecutive working days from the date of receipt of notice to begin work.

2. **SERVICES TO BE PERFORMED:**

Contractor shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount set forth in Contractor's Request for Proposal, on file in the City's Recreation and Park Department. Total compensation under this contract shall not exceed \$120,500 except that a contingency of up to 10% may be added to the compensation so long as Contractor receives prior written authorization from City for additional work. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Capital Improvement Project Fund.

Payment will be made by the City in the following manner: Contractor shall submit a written invoice requesting payment for the playground equipment and benches upon delivery of the equipment and benches to the City. Upon satisfactory installation of the playground equipment and benches and construction of the project, the Contractor shall submit a written invoice for the balance of the project completed.

Payment shall be made for 90% of the value of the work. The City shall retain 10% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within 30 days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

4. **TIME IS OF THE ESSENCE:**

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed before or upon expiration of the time limit as set forth in paragraph 1 above, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professions in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulations and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Contractor certifies and agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- B. Selection for training, including interns and apprentices.

Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph.

Contractor certifies and agrees that he/she will deal with his/her subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to his/her employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity

Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Contractor hereby agrees that he/she will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Contractor's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected

to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 CFR 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Contractor shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 CFR 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Contractor, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

9. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work

conducted or performed pursuant to this Agreement. If Claims are filed against Indemnites which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnites for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnites from Claims arising from the sole or active negligence or willful misconduct of Indemnites.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
	\$1,000,000 aggregate - all other

Property Damage:	\$100,000 each occurrence
	\$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence

or

Combined Single Limit: \$500,000 each occurrence

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to his/her insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation, which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to confer with Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Contractor, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement, shall be the exclusive property of City

No report, information or other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this agreement.

16. **RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

Recreation and Parks
City of Alameda
1327 Oak Street
Alameda CA 94501
Attention: Recreation and Park Director

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Community Playgrounds, Inc.
1620 Grant Avenue, Suite 5
Novato, CA 94945
Attention: Curt Wear

18. **URBAN RUNOFF MANAGEMENT:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters, and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rain season (October 15), in side de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site.)
- B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each workday. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, upgraded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

PP. **COMPLIANCE WITH MARSH CRUST ORDINANCE:**

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

20. **TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

21. **COMPLIANCES:**

Contractor shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

22. **SAFETY REQUIREMENTS**

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations shall immediately be reported to the City.

23. **HOURS OF OPERATION**

Contractor shall be allowed to operate only for the hours of 8:00 a.m. to 5:00 p.m. unless prior written approval has been secured from City to do otherwise.

24. **PREVAILING WAGES**

Pursuant to Section 1773, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The successful bidder shall

post a copy of such determination at the job site.

Pursuant to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates are applicable unless the State wage rates are higher. The Federal Wage Rates that apply are those current within ten (10) days of the bid due date.

For those crafts or job classifications requiring special prevailing wage determinations please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the website at www.dir.ca.gov.

25. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules, which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

26. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

27. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

28. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

29. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such

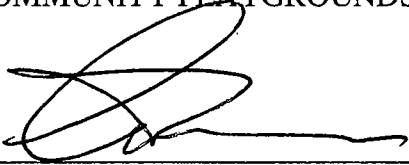
insertion on application by either party.

30. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMMUNITY PLAYGROUNDS, INC.



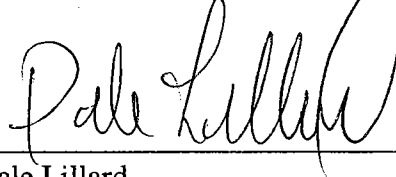
Curt Wear
President

CITY OF ALAMEDA

A Municipal Corporation

William C. Norton
Acting City Manager

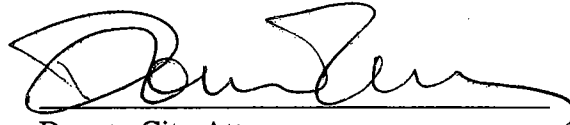
RECOMMENDED FOR APPROVAL:



Dale Lillard
Recreation and Park Acting Director

APPROVED AS TO FORM:

City Attorney



Deputy City Attorney

Apr-13-05 01:54P ARPD

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P.02

EXHIBIT "A"**Leydecker Park
Playground Renovation Project****Services to be Performed****A. Contract Requirements:**

The Contractor shall provide all Project requirements as submitted by Community Playgrounds, Inc. and Playgrounds by Design Company in its Request for Proposal to the City dated March 18, 2005.

The Contractor shall provide design drawings outlining the playground equipment recommended in the one (1) playground area. The final design and plan drawings shall be provided to the City at the completion of the Project and shall include all authorized alterations to the Project.

1. The Contractor shall be required to participate in a public review process to develop the final approved playground plans.
2. The Contractor shall be required to conduct a playground safety inspection to verify that the play area conforms to playground regulations and is ADA compliant. A Certified Playground Safety Inspector shall perform this inspection.

B. Playground Equipment:

1. The relocated play area shall accommodate play equipment for youth ages toddler to 12 years. Play areas shall include a minimum of one age appropriate play structure, two (2) preschool bucket and two (2) school age belt seat swings and wood fiber resilient material in the playground area. Equipment made with recycled material is desirable. Safety mats shall be installed under swings and at the end of slides.
2. The Contractor is responsible for all site preparation including removal of asphalt surface material and one section of sidewalk nearest Recreation, (see site plan). Contractor shall remove dirt to a depth of fifteen (15) inches taking care not to cut into existing electrical line running through center of volleyball court or damage existing storm drain located in north/west corner of new play area. Contractor is required to coordinate construction and trenching with the City and Alameda Power and Telecom.

The contractor shall demolish and remove/recycle the existing playground equipment after the new play area has been constructed. New playground area shall be designed as a toddler to 12 years playground area with appropriate playground equipment. This play equipment shall be challenging, fun, foster interactive and creative play, be of top quality, safe and accessible to all children.



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3. Contractor shall install two (2) new park benches inside playground area above sidewalk. Park Manager to designate location.
4. Contractor shall provide tree protection as necessary with the approval of Park Manager.

C. Playground Surface:

1. The Contractor will remove and dispose of existing asphalt in volleyball court area, and one section of sidewalk nearest Recreation Building. The Contractor will remove existing dirt in the volleyball area and relocate to a site designated by the Park Manager. The Contractor will excavate new playground area to a depth of fifteen (15) inches and replace dirt with fifteen (15) inches of ADA accessible wood fiber type of playground surfacing material.
2. A concrete entry/ADA pathway with a rubberized surface shall be constructed for ADA access into the playground. The location shall be approved by the Park Manager.
3. Contractor shall install a one six (6) inch by seventy-two (72) feet long concrete border along section of play area adjacent to recreation building where sidewalk was removed. Concrete border must comply with attached specifications.
4. The City will provide the playground drainage system and temporary fencing around the playground area during construction.



CITY OF ALAMEDA

MEMORANDUM

April 7, 2005

TO: Honorable Mayor and
Councilmembers

FROM: William C. Norton
Acting City Manager

RE: Recommending Land Purchase from East Bay Municipal Utility District

Background

At the March 1, and April 5, 2005, Housing Authority Board of Commissioner's Meeting, the Board considered a proposal to purchase two real estate parcels from East Bay Municipal Utility District (EBMUD) for the sum of \$110,800 plus closing costs. This property is located near Towata Park and would provide access to the estuary. The Board directed staff to bring this item to the City Council and for the City to purchase this property rather than the Housing Authority.

Discussion/Analysis

The property consists of two parcels totaling approximately 5,000 square feet and is known as the Bridgeview Isle Property. It is on the estuary next to Towata Park. This addition to Towata Park would provide public access to the estuary as well as an extension to the Bay Trail.

Budget Consideration/Financial Impact

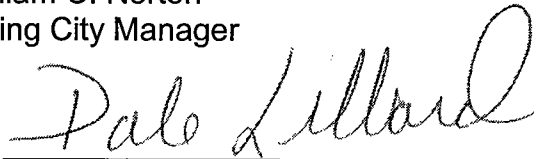
The cost to purchase the EBMUD property is \$110,800 plus 1,000 to \$1,500 for closing costs. These expenditures include Title Insurance and Escrow fees only. Since both parties involved in the transaction are public agencies, no other fees apply. Funds are available through the City's Open Space Fund (current balance is \$998,000). However, it should be noted that funding from this account has previously been committed to serve as a match for State Bond funds for the potential acquisition of the property known as Estuary Park. Any expenditure for future grants from this source would result in a reduction in the amount available to serve as a match for future grants. Anticipated maintenance costs will be minimal (\$2,500/year) to cover weed abatement and trash pick up.

Recommendation

The Acting City Manager recommends that the City Council authorize the Acting City Manager or designee to enter into an agreement for the sale of real property to purchase two real estate parcels from the East Bay Municipal Utility District for the sum of \$110,800 plus closing costs.

Respectfully submitted,

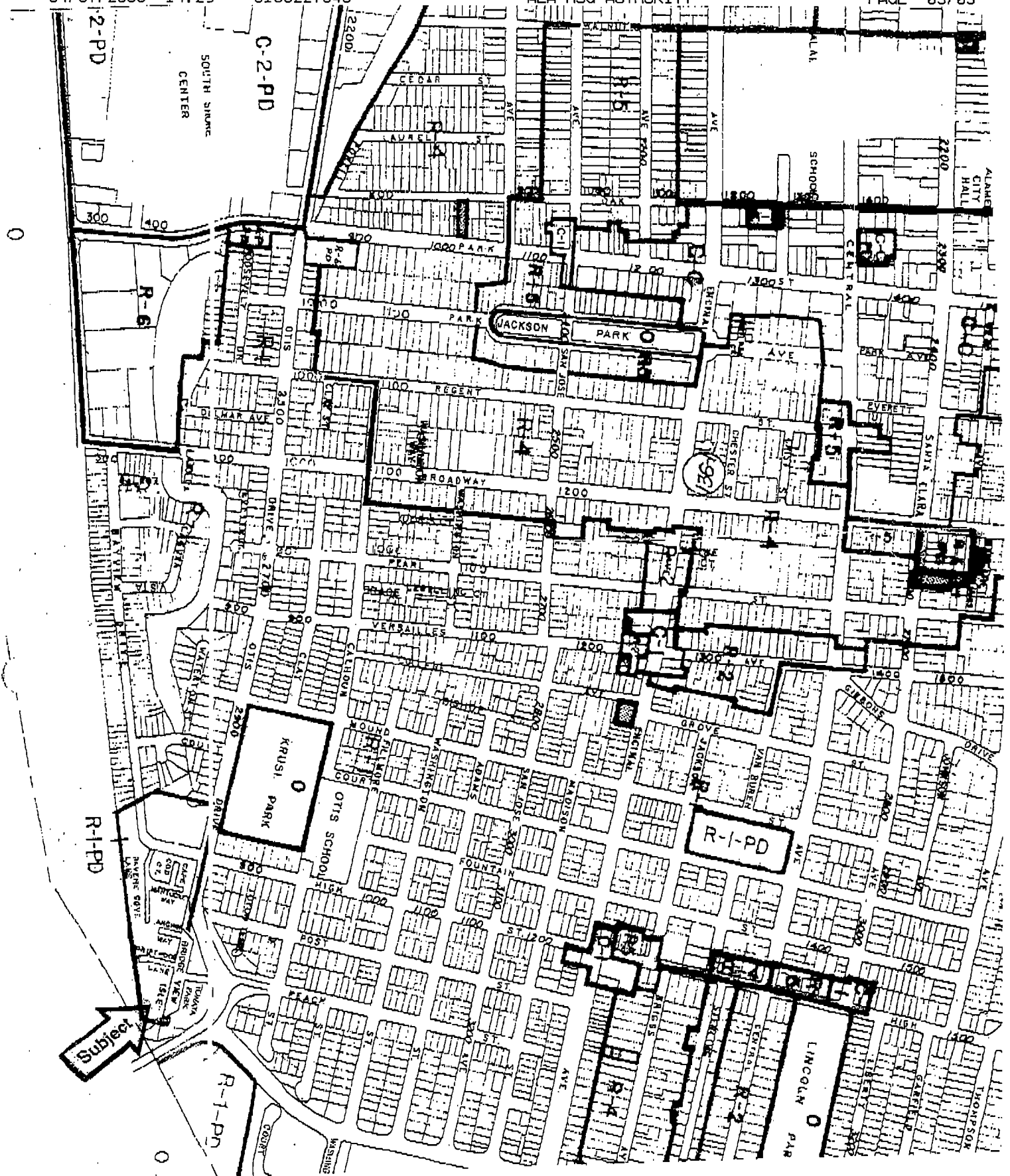
William C. Norton
Acting City Manager

By: 

Dale Lillard, Acting Director
Alameda Recreation & Parks

WCN:DL:bf

Attch.



Property: Bridge View Isle, Alameda
Sale: 1167

East Bay Municipal Utility District

AGREEMENT FOR THE SALE OF REAL PROPERTY

THIS AGREEMENT entered into this _____ day of _____, 2005, by and between East Bay Municipal Utility District ("District") and the City of Alameda ("City") for the purchase of certain real property.

It Is Hereby Agreed As Follows:

1. District agrees to sell to City and City agrees to purchase from District upon the terms and for the consideration set forth in this Agreement, all that certain property ("property") situated in the City of Alameda, County of Alameda, State of California and described in exhibit "A" and shown in exhibit "B".

2. Consideration:

City agrees to pay District in cash the total sum of one hundred ten thousand eight hundred dollars (\$110,800), for the purchase of said property. The source of this funding is the City of Alameda *Open Space Fund*. Payment shall be made payable to: East Bay Municipal Utility District.

3. Term:

Except for as noted herein, the term of this Agreement shall be from the date of execution of Agreement by both parties and shall terminate upon close of escrow but no later than sixty days from date of execution of Agreement.

4. Use:

City shall use the subject parcel strictly for park and open space use, in perpetuity.

5. Joint Escrow Instructions:

This Agreement constitutes the joint escrow instructions of District and City and hereby empowers the escrow agent, to whom these instructions are delivered, to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow.

In the event the parties mutually agree to terminate this Agreement, City shall be responsible for payment of the escrow fees due at the time. In addition, any funds paid into the escrow account by City shall be refunded.

Prior to the close of escrow, City will deposit into escrow, or cause to be deposited into escrow, all funds and/or documents, required from City to enable escrow to close. District agrees to deposit with the escrow agent a Grant Deed conveying the property to City.

Escrow officer shall send City a copy of the Grant Deed and City shall prepare and execute a formal acceptance of Grant Deed, returning original of such to the escrow officer for recordation purposes.

Title to the property shall be vested as such: "City of Alameda, a municipal corporation". The District shall convey to the City fee title to the property by Grant Deed. The right, title and interest in the property shall not exceed that vested in the District, and this sale is subject to all title exceptions and reservations whether or not of record. The City may obtain a policy of title insurance at its own expense.

City acknowledges receipt and acceptance of the Preliminary Title Report of the subject property, dated November 5, 2004 (#54606-54311141) prepared by North American Title Company.

Escrow services shall be provided by North American Title Company, 5980 Stoneridge Drive, Suite 116, Pleasanton, CA 94588. The escrow officer will be Evelyn Chambers. Her contact information is as follows: phone number (925) 847-9570, facsimile (925) 847-0663.

The City shall pay all closing costs including but not limited to escrow, title, recording, documentary stamp taxes, or other real estate transaction taxes or fees by whatever name known, although the parties should be exempt from paying transfer tax and recordation fees. It is the understanding of the parties that neither District nor the City has employed the services of a real estate broker in connection with this transaction.

6. When the sale has been approved by the District's Board of Directors and the City Council of Alameda, and all necessary funds and/or documents have been deposited into escrow, the City shall take possession once the Grant Deed is recorded.
7. The District is selling the property in an "AS IS" physical condition and City accepts this, with no warranty, guarantee, representation or liability, express or implied on the part of the District as to any matter, including, but not limited to the physical condition and/or contents of and/or on the property, and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater, building or the suitability of the property for the construction and/or use of the improvements thereon. It shall be the sole responsibility of the City, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental, physical and seismic conditions of the property, for the intended use contemplated by City, and to determine and comply with all building, planning, zoning and other laws and regulations relative to the property and the uses to which it can be put. City relies solely on City's own judgment, experience and investigations as to the present and future condition of the

property or its suitability for City's intended use and is not relying in any manner on any representation or warranty by District. City agrees that neither City, its agents, City officials, employees, successors or assigns shall ever claim, have or assert any right or action against District for any loss, damage or other matter arising out of, or resulting from, any hazardous substance or any other condition of the property existing at the close of escrow or from the release of any hazardous substance in, on or around any part of the property or in the soil, water, subsurface strata or ambient air by any person or entity. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic", "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance.

The obligations contained in this Section shall survive the expiration or other termination of this Agreement.

District has previously supplied, and City acknowledges receipt and acceptance of, a copy of the District-commissioned report "Commercial Natural Hazard Disclosure Report, dated 11/3/04, prepared by JCP Geologists as well as a copy of the "Commercial Property Owner's Guide to Earthquake Safety".

8. This Agreement contains the entire agreement between the parties and neither party relies upon any warranty or representation not contained in this Agreement. The Agreement may only be modified by amendment in writing signed by each party.

Mailing address of City:

City of Alameda
City Manager
2263 Santa Clara Avenue
Alameda, CA 94501

Mailing address of District:

East Bay Municipal Utility District
Manager of Real Estate Services
375 11th Street/ MS 903
Oakland, CA 94607

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

City

District

By: _____

William C. Norton
Acting City Manager

By: _____

Stephen J. Boeri
Manager of Real Estate Services

Approved as to Form
CITY ATTORNEY

By: 
Assistant City Attorney

By: _____

Lynelle M. Lewis
Secretary of the District

EXHIBIT "A"

Those parcels of land in the City of Alameda, County of Alameda, State of California, described as follows:

PARCEL 1:

All that "PARCEL 1" in the deed from Paulette R. Wood to East Bay Municipal Utility District, recorded March 29, 1983, Series No. 83-050399, described as follows:

"All that portion of Lot 5 in Section 19, Township 2 South, Range 3 West, Mount Diablo Base and Meridian, as said lots are shown on the "Map No. 2 of Salt Marsh and Tide Lands, situated in the County of Alameda, State of California," filed in the office of the Department of Finance, State Lands Commission, formerly the Office of the Surveyor General of the State of California, which lies northerly of the southern line of said Lot 5, easterly of the most eastern line of that parcel of land described as Parcel 3 in the Deed to Betty Banke, recorded November 13, 1956, Series No. AL/118905, Book 8204 OR, Image 259, westerly of the Eastern line of that certain 9 foot wide right of way granted to the City of Alameda, dated September 15, 1929, and recorded in Book 2236 OR, page 104, and southerly of that certain course designated as North 47°59'40" West, 31.70 feet in the Deed to Paul Wood, et ux., recorded June 4, 1956, Series No. AL/58521, Book 8047, official records, page 327, Alameda County Records, and the direct northwesterly extension thereof.

Excepting therefrom the northwesterly 2.5 feet measured at right angles to the northwesterly line of said Parcel. The southeasterly line of said 2.5 foot strip of land running parallel with the northwesterly line and being extended or shortened to terminate in the northeasterly and southwesterly lines of said parcel described above."

Together with a 15-foot wide strip of land, the southeasterly line of said strip being described as follows:

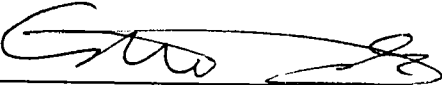
Commencing at the most westerly corner of the parcel described in the Directors Deed to Paul Wood, recorded January 31, 1983, Series No. 83-016606, also being a point on the northeasterly line of said Parcel 1; thence along the northwesterly line of said Wood parcel, North 42°16'11" East, 54.59 feet to the most northerly corner of said Wood parcel and the end of the described line. The northwesterly line of said strip shall be lengthened or shortened to terminate in the northwesterly extension of the northeasterly line of said Wood parcel on the north and in the northwesterly extension of the northeast line of said Parcel 1 on the south.

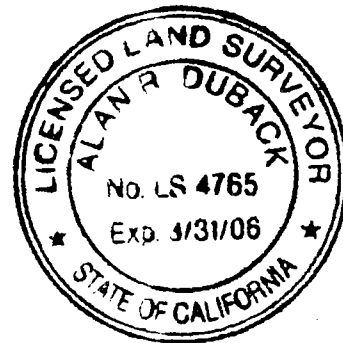
PARCEL 2:

All that "PARCEL 2" in the deed from Paulette R. Wood to East Bay Municipal Utility District, recorded March 29, 1983, Series No. 83-050399, described as follows:

"Commencing at a point on the southeastern line of Market Street, being the southern terminus of that course described as North 9°36'36" East 111.18 feet in the certain Quitclaim Deed to State of California, recorded December 6, 1950 in Book 6303 OR, page 91; thence South 4°30'51" West 51.77 feet to the southwestern line of that certain parcel of land conveyed to the State of California by Deed recorded January 4, 1952 in Book 6626 OR, page 369; thence along said southwestern line North 47°59'40" West 31.70 feet to said southeastern line of Market Street; thence along said southeastern line North 42°16'11" East 41.07 feet to the point of commencement."

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH THE
PROFESSIONAL LAND SURVEYORS ACT, IN AUGUST 2004.


ALAN R. DUBACK (LS 4765) 8-26-04
DATE

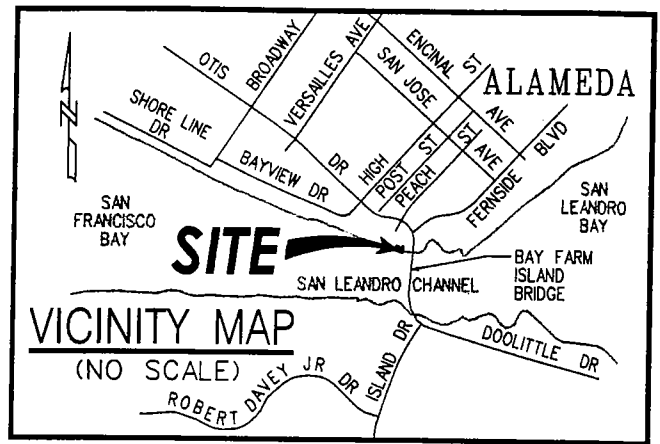


NOTE:

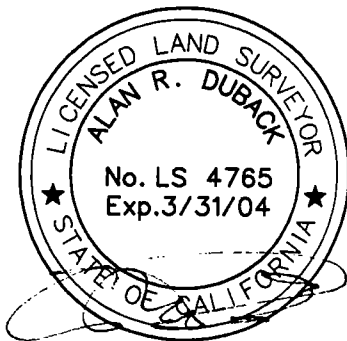
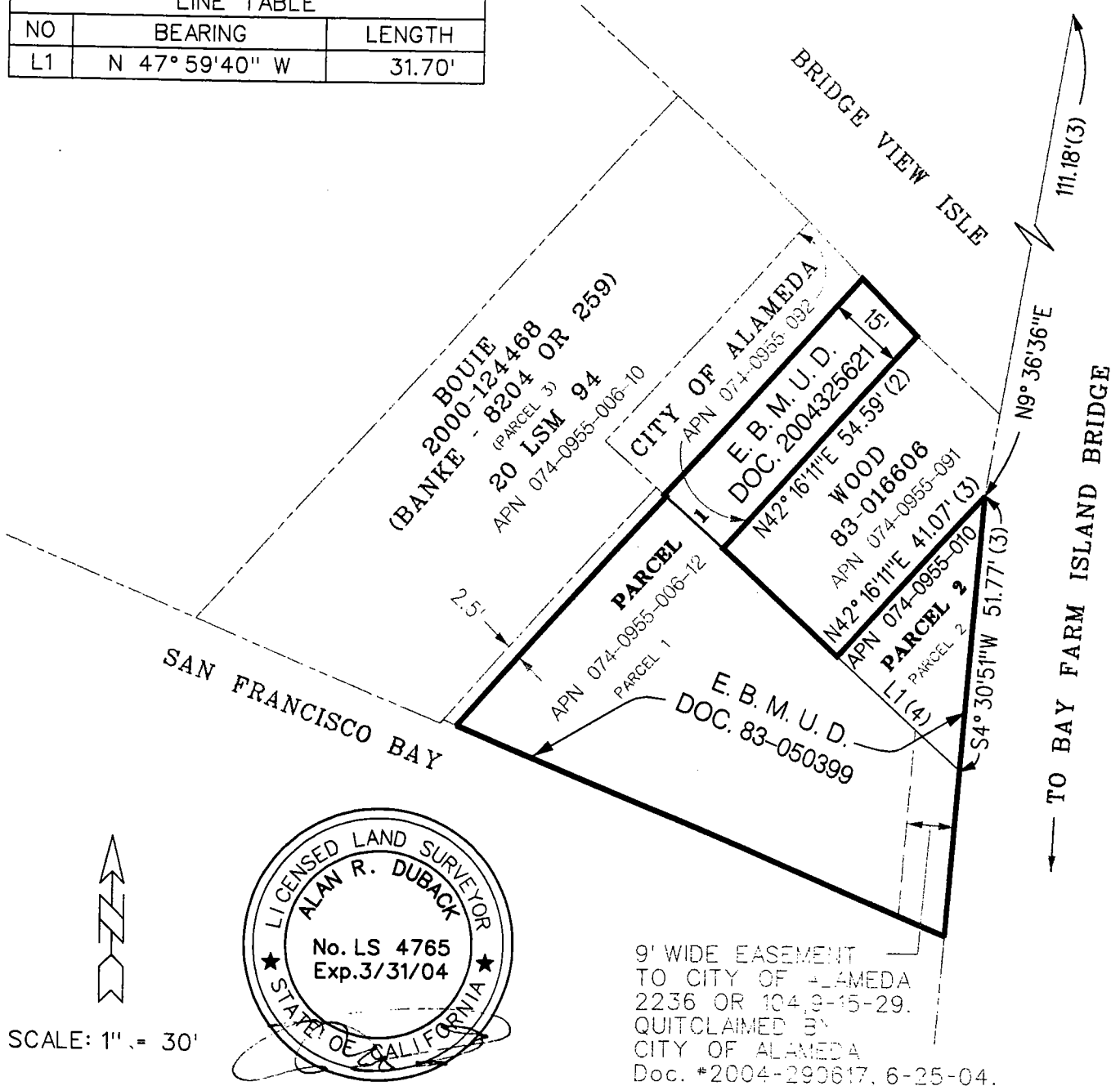
1. THIS DRAWING IS NOT BASED ON AN E.B.M.U.D. SURVEY.

REFERENCES:

1. RECORD OF SURVEY NO. 1398, 20 LSM 94, 7-31-1996.
2. GRANT DEED, 89-016606, 1-31-1983.
3. GRANT DEED, 83-050399, 3-29-1983.
4. GRANT DEED, 8047 OR 327, 6-4-1956.



LINE TABLE		
NO	BEARING	LENGTH
L1	N 47° 59' 40" W	31.70'



EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

SURPLUS PROPERTY SALE
CITY OF ALAMEDA - ALAMEDA COUNTY

SCALE 1" = 30'
DATE 1 SEPTEMBER 2004

EXHIBIT B

CITY OF ALAMEDA

MEMORANDUM

Date: April 5, 2005

To: Honorable Mayor and
Councilmembers

From: William C. Norton
Acting City Manager

Re: Recommendation to Adopt Specifications and Authorize Call for Bids for a
Combination Catch Basin/Sewer Cleaning Machine

BACKGROUND

The combination catch/basin sewer cleaning machine (cleaning machine) currently being used by the Public Works Department Maintenance Service Center is ten years old and has exceeded its useful life. The City Council approved the replacement of the cleaning machine in the Fiscal Year 2004-2005 budget.

DISCUSSION/ANALYSIS

The cleaning machine is used to remove blockages from storm and sanitary sewer lines. When sewer mains back up, creating an emergency situation, the cleaning machine is the primary piece of equipment utilized by City personnel to clear the lines. In addition, the cleaning machine is utilized during sewer line excavations and repairs to ensure the excavated sites remain dry.

Bids will be opened on Thursday, May 12, 2005, and the purchase agreement awarded on June 7, 2005.

A copy of the specification are available in the City Clerk's Office.

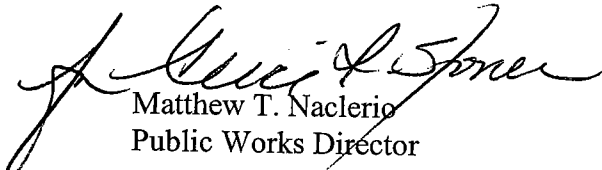
BUDGET CONSIDERATION/FINANCIAL ANALYSIS

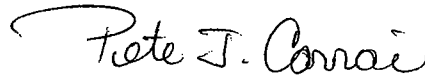
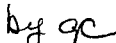
Funding for the proposed purchase of a combination catch basin/sewer cleaning machine is available in the Sanitary Sewer Fund (602-73020). The cost of the equipment will not exceed \$245,000.

RECOMMENDATION

The Acting City Manager recommends that the City Council, by motion, adopt the specifications and authorizes call for bids for a combination catch basin/sewer cleaning machine and direct the City Clerk to advertise the same.

Respectfully submitted,


Matthew T. Naclerio
Public Works Director


By Pete J. Carrai 
Public Works Superintendent

MTN:PJC:gc

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CITY OF ALAMEDA

MEMORANDUM

Date: April 5, 2005

To: Honorable Mayor and
Councilmembers

From: William C. Norton
Acting City Manager

Re: Recommendation to Approve an Increase to the Construction Contract with Golden Bay Construction Inc., by the Amount of \$100,000 Using Alameda Power & Telecom (Alameda P&T) Funds for the Placement of Additional Cable Television and Undergrounding of Power Conduits for Webster Renaissance Project, No. P.W. 07-02-07

BACKGROUND

On September 7, 2004, the City of Alameda awarded a construction contract to Golden Bay Construction, Inc. (Golden Bay), in the total amount of \$2,086,410, including contingencies, for the Webster Renaissance Project (from Central Avenue to Pacific Avenue). The project is funded by a grant from the Metropolitan Transportation Commission (MTC), Alameda P&T, and the City of Alameda Community Improvement Commission (CIC).

The project consists of constructing curb and sidewalk extensions for transit plazas and pedestrian amenity plazas, adding new architectural lighting, providing new trees and landscaping, installing a new irrigation system, street furnishing, installing storm drains and structures, and placement of underground conduits for future utility extension.

On November 16, 2004, the City Council approved and authorized the use of Measure B Funds to allow for the sidewalk replacement change order (requested by the West Alameda Business Association), for employment of a construction manager, and to fund project administration costs associated with relinquishment of State right-of-way and project redesign.

The City amended the construction contract with Golden Bay in the amount of \$131,215 for the sidewalk replacement, changing the value of the contract to \$2,217,625.

DISCUSSION/ANALYSIS

The City, at the request of the West Alameda Business Association (WABA), issued a change order to replace the sidewalk that was not part of the original scope of work. Alameda P&T took this opportunity for sidewalk replacement and requested the contractor to install additional cable

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Honorable Mayor and
Councilmembers

Page 2
April 5, 2005

television and power conduits on both sides of Webster Street (between Pacific Avenue and Central Avenue). The Alameda P&T extra work has been estimated at \$100,000. This amendment will increase the construction contract amount to \$2,317,625.

BUDGET CONSIDERATION/FISCAL IMPACT


Alameda P&T will fund this additional work in the amount of \$100,000. Alameda P&T has allocated \$322,000 for their portion of the entire project. Currently sufficient funds are available to support this need.

RECOMMENDATION

The Acting City Manager recommends that the City Council, by motion, approve an increase to the construction contract with Golden Bay Construction, Inc., by the amount of \$100,000 using Alameda P&T funds for the placement of additional cable television and undergrounding of power conduits for Webster Renaissance Project, No. P.W. 07-02-07.

Respectfully submitted,


Matthew T. Naclerio
Public Works Director


Valerie O. Fong
Alameda P&T, General Manager

MTN:VF:gc

cc: Sally Kuch, Finance

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CITY OF ALAMEDA

MEMORANDUM

Date: April 6, 2005

To: Honorable Mayor and
Councilmembers

From: William C. Norton
Acting City Manager

Re: Recommendation to Authorize the Acting City Manager to use \$201,000 in Measure B Ferry
Reserves for Ferry Boat Repairs

BACKGROUND

The Alameda Harbor Bay Ferry (AHBF) Service uses two City-owned boats: the Harbor Bay Express II and the Bay Breeze. Both boats are in need of immediate repair above and beyond regularly scheduled maintenance.

DISCUSSION/ANALYSIS

Express II - Harbor Bay Maritime (HBM) operates the Express II as the back-up boat for the AHBF. On February 28, 2005, during the boat's biennial drydocking a significant amount of aluminum wastage was found in the boats bottom plating. Stray electrical current running through the hull aluminum plate caused the wastage. After surveying the boat, the United States Coast Guard (USCG) determined that the boat could not return to service until all damage was repaired. Accordingly, staff authorized \$21,261.75 in emergency repairs to enable the boat to be safely returned to the water and to provide time to consider repair alternatives. Emergency repairs consisted of filling eroded areas with a special epoxy and reinforcing various sections of plate.

It is estimated that repairs will total approximately \$218,000 and the work could take up to four weeks to complete. Until the Express II is repaired and returned to service, there is no back-up ferry service for AHBF riders. In addition, the Bay Breeze, the service's primary boat, is scheduled for a USCG required biennial haulout in August/September 2005. Unless the Express II is repaired, the AHBF service will have to be suspended during that period.

Bay Breeze - During a regular daily vessel inspection, the HBM crew noticed water leaking into the waterjet pump rooms. Further inspection revealed that the epoxy coating that protects the inside of the waterjet tunnels had deteriorated and significant cavitation damage had taken place. A 12" section of the water inlet tunnel is believed to be responsible for the problem. Stone Boatyard had replaced that section in July 2002 with a one-year warranty. Stone Boatyard went out of business last year. Staff is proposing approximately \$32,000 in temporary repairs designed to prevent further erosion and keep the boat operational until its schedule August/September 2005 haulout.

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Repair Schedule - Bay Breeze repair will be scheduled for a weekend to minimize disruption of AHBF service. Once Bay Breeze repairs are complete, the Express II will be drydocked for approximately four weeks. Upon the Express II's return to service, the Bay Breeze will be hauled out for the biennial drydocking and USCG inspection.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The AHBF is funded from the Transportation Improvement Fund (TIF), Regional Measure 1 Bridge Toll Program, Alameda County Measure B Sales Tax for Mass Transit (MB) and farebox revenue. No General Fund money is used for the ferry services. The City receives approximately \$740,000 each year from MB. This revenue is earmarked for ferry service and cannot be used for other purposes. Since 2002, the City has accrued approximately \$350,000 in MB ferry reserves.

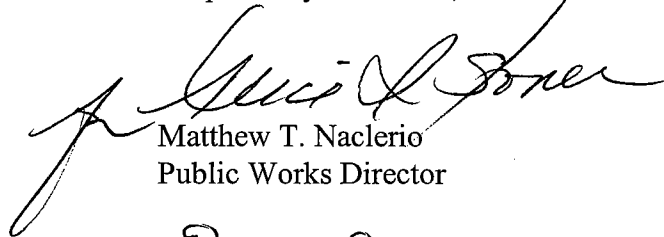
Repair of both boats is expected to total approximately \$250,000. Staff is working with the Metropolitan Transportation Commission to re-program \$49,000 of an existing City Regional Measure 1-2% grant to the Express II Repair Project. The Acting City Manager is recommending that the remaining \$201,000 be allocated from the City's MB ferry reserves.

Express II repairs are expected to total approximately \$218,000. Staff is exploring the possibility of recovering some of this cost through a claim on the Express II's insurance. This problem may have been due to ferry operator error in which case HBM would be responsible for some of the cost. So far, there is no indication that operator error was a factor.

RECOMMENDATION

The Acting City Manager recommends that the City Council, by motion, authorize the Acting City Manager to use \$201,000 in Measure B Reserves for Ferry Boat Repairs.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

By: Ernest Sanchez
Ferry Manager *by gc*

MTN:ES:gc

cc: Measure B Watchdog Committee

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TABLE 1
Repair Costs
Express II

Interim repair	\$21,262
Permanent repair	\$148,000
Consultant/electrical	\$3,137
Contingency/shipyard	\$44,400
City Admin.	\$1,201
subtotal total	\$218,000
Bay Breeze	
Haul Out/wash/paint	\$24,000
Contingency	\$7,000
City Admin	\$1,000
subtotal total	\$32,000
Total Projects	\$250,000

Table 2
Proposed Funding

Source	
RM1-2% Grant(A)	\$49,000
City Measure B Reserves	\$201,000
Total	\$250,000

(A) Re-programming of previous grant.

CITY OF ALAMEDA

MEMORANDUM

Date: April 5, 2005

To: Honorable Mayor and
Councilmembers

From: William C. Norton
Acting City Manager

Re: Resolution to Preliminarily Approve Annual Report Declaring Intention to Order Levy and
Collection of Assessments and Providing for Notice of June 21, 2005 Hearing Thereof -
Island City Landscaping and Lighting District 84-2

BACKGROUND

The City Council has previously appointed an Engineer and Attorney for the Landscaping and Lighting Assessment District 84-2 and authorized the preparation of the annual budget report per the Landscaping and Lighting Act of 1972.

DISCUSSION/ANALYSIS

Pursuant to that Resolution, the Engineer has prepared a report in accordance with Section 22565 et seq. of the California Streets and Highway Code. The report provides an annual budget of the cost to maintain the improvements within Zones 1 through 7 of the Assessment District.

This year, the proposed budgets have no increases greater than the Consumer Price Index for the Bay Area of 3.1%, nor any changes which would require a vote of the property owners. A copy of the Engineer's report is on file with the City Clerk. Staff has worked with the district representatives, as well as the two business parks to develop the budget requirements.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

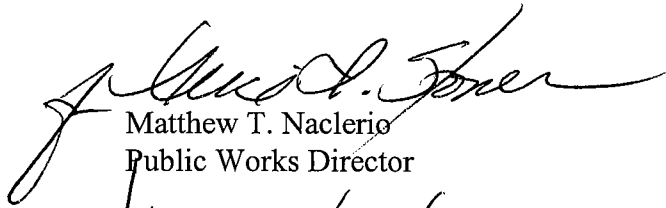
Each Zone develops their individual budgets and pays for their own expenses through the property assessment procedure. The City, through the budgets of Public Works, Golf, and Recreation and Parks, does share costs for maintaining the shoreline park and median area within Zone 5. These costs are accounted for within the departmental budgets.

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RECOMMENDATION

The Acting City Manager recommends that the City Council, by motion, pass a resolution preliminarily approving the annual report, declaring intention to order levy and collection of assessments and providing for notice of public hearing for June 21, 2005, at 7:30 P.M. at the regular meeting of the City Council.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

By: 
Marge McKean
Acting Public Works Coordinator

MTN:MM:gc

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Approved as to Form
Carol A. Korade
CITY ATTORNEY

CITY OF ALAMEDA RESOLUTION NO. _____

PRELIMINARILY APPROVING ANNUAL REPORT DECLARING
INTENTION TO ORDER LEVY AND COLLECTION OF ASSESSMENTS
AND PROVIDING FOR NOTICE OF JUNE 21, 2005 HEARING THEREOF -
ISLAND CITY LANDSCAPING AND LIGHTING DISTRICT 84-2

WHEREAS, the City of Alameda (the "City") has duly created the Island City Landscaping and Lighting District 84-2 (the "District") under the Landscaping and Lighting Act of 1972 (Sections 22500 and following of the Streets and Highways Code of California) (the "Act") to install and maintain certain landscaping and lighting improvements (the "Improvements"); and

WHEREAS, the City has directed the City Engineer, as engineer of work for the District, to file an annual report in accordance with the Landscaping and Lighting Act of 1972, and that report is on file with the City and shows the proposed improvements and the estimated costs and assessments, all for the fiscal year 2005-06.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that:

1. The report of the engineer of work on file with the City is hereby preliminarily approved and the City intends to levy assessments on the properties shown in the report for the fiscal year 2005-06, subject to any changes that may be ordered by the Council.
2. On June 19, 2005, at the hour of 7:30 o'clock P.M., the Council will hold a public hearing on the proposed Improvements and the proposed assessments for the fiscal year 2005-06. The hearing will be held at the meeting place of the City Council, in the Alameda City Hall, 2263 Santa Clara Avenue, Alameda, California, 94501.
3. The City Clerk is authorized and directed to give notice of the hearing required by the Landscaping and Lighting Act of 1972 by publishing a copy of this resolution twice in the Alameda Journal, a newspaper published and circulated in the City. The first publication shall be not later than 45 days before the date of said hearing.
4. The Public Works Department is directed to mail notices to all property owners who are experiencing an increase in assessment from the 2005-06 fiscal year. These notices will list the total amount chargeable to the district, the amount chargeable to the owner's parcel, the duration of the payments, the reason for the assessment and the basis upon which the amount of the proposed assessment was calculated. These notices will also advise property owners of the procedures for conducting a ballot, per the attached ballot procedures.
5. Interested persons should contact Marge McLean of the City of Alameda Public Works Department, 950 West Mall Square, Alameda, California 94501, telephone number (510) 749-5896, regarding this hearing, the assessments and the report.

* * * * *

Resolution #4-H CC
4-19-05

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2005, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2005.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

MEMORANDUM

Date: April 6, 2005

To: Honorable Mayor and
Councilmembers

From: William C. Norton
Acting City Manager

Re: Resolution to Preliminarily Approve Annual Report Declaring Intention to Order Levy
and Collection of Assessments and Providing for Notice of June 21, 2005 Hearing
Thereof – Maintenance Assessment District 01-01 (Marina Cove)

BACKGROUND

The City Council previously appointed an Engineer and Attorney for the Maintenance Assessment District 01-01 (MAD 01-01) and authorized the preparation of the annual budget report pursuant to Chapter 3, Article V of the Alameda Municipal Code.

DISCUSSION/ANALYSIS

Pursuant to Chapter 3, Article V of the Alameda Municipal Code, under which the MAD 01-01 was established, an annual public hearing and noticing are required prior to the levy of assessments. The Engineer has prepared a report in accordance with Section 22565 *et seq.* of the California Streets and Highway Code. The report provides an annual budget of the cost to maintain the improvements.

The only proposed increase for this year is a Consumer Price Index (CPI) adjustment of 3.1%. As annual CPI increases have been pre-approved, a vote of the property owners is not required. A copy of the Engineer's Report is on file with the City Clerk. The base budget requirements were originally developed by the developer.

BUDGET CONSIDERATION/FINANCIAL IMPACT

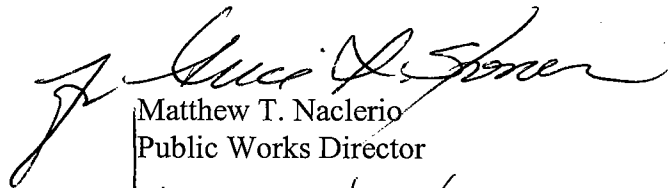
There is no impact to the General Fund. The Maintenance Assessment District was formed to maintain public improvements associated with the Marina Cove Development. Funds not yet expended remain within this assessment district for use against future expenses.

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RECOMMENDATION

The Acting City Manager recommends that the City Council, by motion, pass a resolution to preliminarily approve the annual report declaring intention to order levy and collection of assessments and providing for notice of June 21, 2005 hearing thereof - Maintenance Assessment District 01-01 (Marina Cove).

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

By: 
Marge McLean
Acting Public Works Coordinator

MTN:MAM:gc

CITY OF ALAMEDA RESOLUTION NO. _____

PRELIMINARILY APPROVING ANNUAL REPORT DECLARING
INTENTION TO ORDER LEVY AND COLLECTION OF ASSESSMENTS
AND PROVIDING FOR NOTICE OF JUNE 21, 2005 HEARING THERE OF -
MAINTENANCE ASSESSMENT DISTRICT 01-01

Approved as to Form
CITY ATTORNEY

WHEREAS, the City of Alameda ("City") has duly created the Maintenance Assessment District 01-01 ("District") under the Landscaping and Lighting Act of 1972 (Sections 22500 and following of the Streets and Highways Code of California) ("Act") and the Alameda Municipal Code to install and maintain certain public improvements ("Improvements"); and

WHEREAS, the City has directed the City Engineer, as engineer of work for the District, to file an annual report in accordance with the Landscaping and Lighting Act of 1972, and that report is on file with the City and shows the proposed improvements and the estimated costs and assessments, all for the fiscal year 2004-05.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that:

1. The report of the engineer of work on file with the City is hereby preliminarily approved and the City intends to levy assessments on the properties shown in the report for the fiscal year 2005-06, subject to any changes that may be ordered by the Council.
2. On June 21, 2005, at the hour of 7:30 o'clock P.M., the Council will hold a public hearing on the proposed Improvements and the proposed assessments for the fiscal year 2005-06. The hearing will be held at the meeting place of the City Council, in the Alameda City Hall, 2263 Santa Clara Avenue, Alameda, California, 94501.
3. The City Clerk is authorized and directed to give notice of the hearing required by the Landscaping and Lighting Act of 1972 by publishing a copy of this resolution twice in the Alameda Journal, a newspaper published and circulated in the City. The first publication shall be not later than 45 days before the date of said hearing.
4. Interested persons should contact Marge McLean of the City of Alameda Public Works Department, 950 West Mall Square, Alameda, California 94501, telephone number (510) 749-5840, regarding this hearing, the assessments and the report.

* * * * *

Resolution #4-I CC
4-19-05

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 19th day of April, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSECTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____ 2005.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA
MEMORANDUM

Date: April 6, 2005

To: Honorable Mayor and
Councilmembers

From: William C. Norton
Acting City Manager

Re: Recommendation to Adopt a Resolution Approving Tentative Map TM 04-0004

BACKGROUND

On March 28, 2005, the Planning Board recommended that the City Council approve Tentative Map TM 04-0004, subdividing three (3) parcels containing 32.85 acres into sixteen parcels. The parcels are located within the Harbor Bay Isle Business Park and are bounded by North Loop Road, Harbor Bay Parkway, former Lucent Campus, and the Cheese Works, Allergy Research Group and Venture Corporation buildings.

DISCUSSION/ANALYSIS

Approval of the parcel map by the City Council is required per Chapter 30, Subsection 78-5 of the Alameda Municipal Code (AMC). If approved, the applicant will have six (6) months in which to file a final Parcel Map in accordance with Section 66452.6 of the State of California Subdivision Map Act. The site is currently undeveloped and is zoned C-M-PD, Commercial Manufacturing, Planned Development District. Public Works has provided conditions of approval that are incorporated into the Planning Board Resolution.

The applicant has deposited sufficient funds to cover stated charges for the review of the Tentative map.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Approval of the Tentative map and resolution does not affect the General Fund.

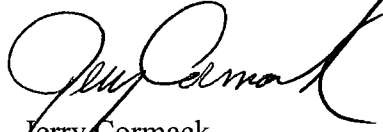
RECOMMENDATION

The Acting City Manager recommends that the City Council, by motion, adopt a resolution approving Tentative Map TM 04-0004.

Honorable Mayor and
Councilmembers

Page 2
April 6, 2005

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jerry Cormack", written over a horizontal line.

Jerry Cormack
Interim Planning Director

Attachments:

1. March 28, 2005 Planning Board Report with attachments

G:\PLANNING\CC\REPORTS\2005\h-Apr 19\map8574.doc

Dedicated to Excellence, Committed to Service

**ALAMEDA PLANNING AND BUILDING DEPARTMENT
STAFF REPORT**

ITEM NO.:

7-D

APPLICATION:

TM04-0004 SRM Associates 1851 Harbor Bay Parkway. Applicant requests approval of Tentative Map 8574 in order to subdivide three parcels into sixteen parcels. The parcels are located within the Harbor Bay Business Park and are zoned C-M-PD, Commercial Manufacturing, Planned Development District.

GENERAL PLAN:

Business Park

**ENVIRONMENTAL
DETERMINATION:**

Harbor Bay Environmental Impact Report adopted by City addresses impacts pursuant to CEQA for this site; pursuant to CEQA Guidelines Section 15162, new significant impacts have not been identified, and no additional CEQA review is required.

STAFF PLANNER:

Judith Altschuler, Supervising Planner / Maarten Georgius, Planner

RECOMMENDATION:

Recommend that the City Council conditionally approve the Tentative Parcel Map.

ACRONYMS:

AMC -- Alameda Municipal Code
EIR -- Environmental Impact Report
CM/PD -- Commercial Manufacturing/Planned
Development Zoning District

ATTACHMENTS:

1. Draft Resolution
2. Proposed Tentative Parcel Map 8574/ Vicinity Map

I. PROJECT DESCRIPTION

The applicant seeks division of approximately 32 acres into sixteen parcels in accordance with Article VI. Real Estate Subdivision Regulation of the Alameda Municipal Code. The property is located within the area bounded by Harbor Bay Parkway and North Loop Road and consists of undeveloped property. The site is within the Harbor Bay Business Park Parcel Map 5274. Pursuant to the Subdivision Map Act, California Government Code Section 66426(c), a Parcel Map may be used instead of a Subdivision Map for division of industrial properties with existing access to streets. Access would be from

Harbor Bay Parkway and North Loop Road. All parcels would have direct street access.

II. BACKGROUND

A. Existing Site Conditions

Harbor Bay Business Park is approximately half-built out along easterly Harbor Bay Parkway and South Loop with the Raiders headquarters, ESA Hotel, Frito Lay, the Lucent campus and two other industrial buildings. Recently Cheeseworks was constructed on the west side along North Loop Road. The proposed project site is level and undeveloped. The site is near a day care center, and is approximately 500 feet away from residential districts of Harbor Bay. The Chinese Christian School is located on North Loop Road. The Metropolitan Oakland International Airport is approximately one-half mile south.

B. Surrounding Land Uses

West—Vacant business park sites and the Cheeseworks industrial building.

North—Chinese Christian School, vacant land and residential areas along Catalina Avenue.

East—Business park

Southeasterly—Business park including Raiders, ESA Hotel, Therasense.

III. ENVIRONMENTAL REVIEW

The development of the site and establishment of the Business Park were addressed for purposes of the California Environmental Quality Act (CEQA) in an Environmental Impact Report adopted in 1974 and updated in 1989. Under Section 15162 of CEQA Guidelines, no additional review under CEQA is required.

IV. STAFF ANALYSIS

Staff reviewed the request relative to issues of map consistency with the previously approved Planned Development; compliance with standards; and easements.

Consistency with Planned Development: The City's Subdivision Ordinance requires that a Preliminary Plan be accepted by the Planning Board as the first step in the Parcel Map approval process. An approved Planned Development may be substituted for this requirement. The previously approved Planned Development is now reflected on the current tentative parcel map. The previously approved Planned Development provides the option but not the requirement to divide land like the current tentative parcel map.

OVERALL COMPLIANCE. The parcels in aggregate comply with landscaping and parking requirements under Planned Development.

Easements: Necessary parcel map easements in favor of future owners of the properties have been designated with the parcel map to the satisfaction of the Public Works Department. The access easement from Harbor Bay Parkway benefits all proposed parcels. Utility easements would generally share this right of way. The owners would jointly maintain access paving and utility mains, as required by restrictions to be recorded with the parcel map.

Staff Analysis:

1. **The proposal is consistent with the applicable General Plans and Specific Plans** Because the proposal does not propose a change in the existing consistent land use or planned development.
2. **The site is physically suitable for the type of development.** The proposed project site is level, undeveloped, and therefore physically suitable for the proposed type of development.
3. **The design of the subdivision or proposed improvement is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.** There is no significant wildlife habitat on the site.
4. **The design of the subdivision or improvement will not conflict with easements acquired by the public at large for access through or use of property within the subdivision.** The Tentative Map meets all easement and access requirements.
5. **The design of the subdivision or the type of improvements is not likely to cause serious public health problems.** The subdivision layout will not affect public health. The business park was evaluated previously in the 1974 Environmental Impact Report prepared by A. D. Little, certified in March 1974 and the 1988 Addendum to the EIR certified in 1989. The EIR did not identify any health issues associated with the approval of the business park. No additional health issues have been identified in conjunction with subdivision of land within the business park.
6. **Conformity with the Planned Development is achieved.** Approval of this Tentative Map shall be subject to the applicant securing approval of easements which addresses parking and landscaping.

Findings. The project meets the findings required by the Alameda Municipal Code and State subdivision law as described in the draft Resolution.

V. CONCLUSION:

The Map has been reviewed by City Staff. The Map meets all requirements for review under the City of Alameda Subdivision Ordinance. Conditions of approval have been developed by staff which are contained in the draft Resolution relating to the Map. Staff is recommending that the Board recommend approval of the Tentative Map to the City Council. Once the City Council approves the Map, the applicant will need to comply with all conditions of approval. Once that is accomplished, the City Council can take action on the Final Map.

VI. RECOMMENDATION:

The Planning and Building Director recommends that the Planning Board hold a public hearing, review pertinent information and documents, then act to recommend approval of Parcel Map 8574 to the City Council, based on the findings and with the conditions contained in the draft Resolution.

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CITY OF ALAMEDA PLANNING BOARD
RESOLUTION *Draft*

A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF ALAMEDA RECOMMENDING THAT THE CITY COUNCIL APPROVE PARCEL MAP, PM8574, AT HARBOR BAY PARKWAY

WHEREAS, an application was made on December 22, 2004 by SRM Associates requesting a Parcel Map approval, in order to subdivide three parcels into sixteen parcels for future industrial users.

WHEREAS, the Parcel Map was deemed complete with comments dated February 2, 2005 and was accepted as Complete on February 9, 2005; and

WHEREAS, the subject property is designated as Business Park on the General Plan Diagram; and

WHEREAS, the subject property is located in a C-M-PD, Commercial Manufacturing, Planned Development Zoning District; and

WHEREAS, the Board held a public hearing on this application on February 28, 2005 and examined pertinent maps, drawings, and documents; and

WHEREAS, the Board made the following findings:

1. **The proposal is consistent with the applicable General Plans and Specific Plans** Because the proposal does not propose a change in the existing consistent land use or planned development.
2. **The site is physically suitable for the type of development.** The proposed project site is level, undeveloped, and therefore physically suitable for the proposed type of development.
3. **The design of the subdivision or proposed improvement is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.** There is no significant wildlife habitat on the site.
4. **The design of the subdivision or improvement will not conflict with easements acquired by the public at large for access through or use of property within the subdivision.** The Parcel Map meets all easement and access requirements.
5. **The design of the subdivision or the type of improvements is not likely to cause serious public health problems.** The subdivision layout will not affect public health. The business park was evaluated previously in the 1974 Environmental Impact Report prepared by A. D. Little, certified in March 1974 and the 1988 Addendum to the EIR

certified in 1989. The EIR did not identify any health issues associated with the approval of the business park. No additional health issues have been identified in conjunction with subdivision of land within the business park.

6. **Conformity with the Planned Development is achieved.** Approval of this Parcel Map shall be subject to the applicant securing approval of easements which addresses parking and landscaping.

NOW, THEREFORE BE IT RESOLVED, that the Planning Board of the City of Alameda finds in compliance with the California Environmental Quality Act (CEQA) that an Environmental Impact Report for the Harbor Bay Business Park, including this site, was approved and pursuant to CEQA Section 15162, no new significant environmental impacts have been identified, nor have mitigation measures previously found to be infeasible become feasible since the EIR was adopted; therefore no additional review pursuant to CEQA is required.

BE IT FURTHER RESOLVED that the Planning Board hereby recommends that the City Council approve Parcel Map, PM8574, subject to the following conditions:

1. Existing median openings are spaced at approximately 500' intervals.
2. Section 30-7-9 of the City of Alameda Municipal Code (AMC) "limits the number of driveways (curb cuts) to one per lot unless otherwise approved by the Planning and Building Services Department and Public Works Director". Three parcels remain of the original parcel map, which would correspond to three driveways. There is one existing driveway opposite a median opening along Harbor Bay Parkway.
3. Generally, per Section 30-7-9 of the AMC, "Driveway widths for commercially and industrially zoned lots shall occupy no more than forty (40%) percent or twenty (20') feet in width (whichever is less)". However, in conditions where driveways are shared or turning movements require additional width the Public Works Director has allowed thirty (30) feet.
 - a) There is an existing median opening along Harbor Bay Parkway across from the common line between Parcels 7 & 13. Although this is not a street intersection, there are four other locations within the Business Park where median openings are opposite shared driveways. One additional median opening will be allowed approximately 500' west of the existing opening or in alignment with the common line between Parcels 15 & 16.
 - b) The driveway for Parcels 7 and Parcel 13 shall be shared as one common driveway. The driveway for Parcel 15 and Parcel 16 shall also be shared as one common driveway. Shared driveways are prevalent throughout the existing Harbor Bay Business Park development. Alignment of these shared driveways with the parkway median openings will allow for adequate vehicle sight distance for all

turning movements as well as any ingress and egress from the parcels with shared driveways.

- c) Should common parcel lines be adjusted or parcels combined in the future such that access to the parcels are no longer in alignment with the median openings, then internal circulation between parcels shall be provided and easements obtained. The location of the driveway is to remain in line with the median cut.
- d) The existing Harbor Bay Parkway median has only one turn pocket. The median shall be reconstructed, by the property owner, to have two turn pockets similar to the existing median along the parkway at the time that the fronting parcel(s) is developed and at no cost to the City. Similarly, the proposed western most median shall be constructed at the time that Parcel 15 and/or Parcel 16 is developed, also at no cost to the City.
- e) Thirty (30) foot driveway widths will be allowed to facilitate truck-turning radii's.

Parcels fronting North Loop Road

- 4. Section 30-7-9 of the City of Alameda Municipal Code "limits the number of driveways (curb cuts) to one per lot unless otherwise approved by the Planning and Building and Public Works Director. Driveway widths for commercially and industrially zoned lots shall occupy no more than forty (40%) percent or twenty (20') feet in width (whichever is less)."
 - f) The driveway for Parcel 14 shall be located 150 feet, more or less, east of the adjacent Cheese Works driveway.
 - g) Parcels 1-12 access is shared by a private street having a common driveway. One additional North Loop Road common driveway will be allowed between Parcel 14 and Parcels 8-12 if necessary to facilitate truck traffic. Should development of Parcels 1-6 require truck access from the rear of these parcels a driveway access will only be allowed if shared with the adjacent development (formerly Lucent campus).
 - h) Driveways shall be located at least 200' from adjacent parcel driveways or shall be shared similar to those occurring throughout most of the existing Harbor Bay Business Park development, except as noted in 4f above.

CONDITIONS APPLICABLE PRIOR TO THE APPROVAL OF THE FINAL PARCEL MAP BY CITY COUNCIL.

- 5. The final Parcel Map shall conform to the requirements of the Subdivision Map Act, Alameda Municipal Code regulations (Chapter 30, Article VI), City Council Resolution approving the Parcel Map and shall be satisfactory to the City Engineer and Planning

Director. Easements shall be provided on the Parcel Map as necessary to the satisfaction of the City Engineer and Planning Director.

6. All conditions conferred in the City of Alameda Planning Board and City Council resolutions approving the Parcel Map applicable to the final Parcel Map must be satisfactory to the City Engineer and Planning Director.
7. Deed, title reports (not older than six months), adjoiner deeds and closure calculations shall be provided.
8. The final parcel map shall include a statement on the number of driveways and median openings allowed along Harbor Bay Parkway and the number of driveways along North Loop Road based upon the Parcel Map Planning Board and City Council Resolutions to the satisfaction of the City Engineer and Planning Director.
9. A declaration of easements, CC&R's, or similar instrument shall be provided for Parcels 1-12 for maintenance of the private street, common storm drain and sewer mains, utilities, etc. An annual maintenance cost per parcel with escalator, or similar rate structure shall be included in order to assure adequate funds are available when needed. The document shall be recorded concurrent with the Parcel Map. The document including recording information shall be included in the owner's statement of the parcel map.
10. The subdivider shall pay for all reasonable office and engineering costs expended by the City Engineer's office, including overhead, in conjunction with reviewing the Parcel Map and in obtaining the map signature of the City's consulting surveyor.
11. The subdivider shall post a refundable cashier's check in the amount of \$200 to guarantee that a mylar copy of the recorded Parcel Map is provided in the form approved by the City Engineer.
12. Before approval by the City Council of the Final Map, the subdivider shall execute and file an agreement between the subdivider and the City specifying the period within which the subdivider shall complete the private street improvement work in accordance with the approved Parcel Map.
13. The subdivider shall also file with said agreement such good and sufficient security as the City deems sufficient in the form of cash deposits, bonds of duly authorized corporate securities or acceptable instruments of credit. Such improvement security shall be not less than fifty percent (50%) nor more than one hundred percent (100%) of the total estimate cost of the improvement, conditioned upon the faithful performance of the agreement, an additional amount within the same limitations securing labor and materials. Bond shall be approved as to form by the City Attorney.

14. A bond in the amount of 10% of the cost of the improvements shall also be provided to guarantee and warrant the work for a period of one (1) year following the completion and acceptance of the improvements by the City Council against defective work, labor or materials.
15. The Parcel Map shall expire two (2) years from the date of approval unless vested by the recordation of the Final Parcel Map. Alternately, the applicant may seek an extension by the City Council prior to the end of the two (2) year period.
16. Improvements plans, landscape plans, geotechnical/traffic reports or letters, specifications, storm drain and sanitary sewer calculations, urban runoff, waste management, and other applicable submittals shall be provided as either part of the building plans or separate from the building plans for each parcel development for review and approval by the City Engineer and Planning Director. The improvements plans for the entire private street shall be provided prior to or in conjunction with the first parcel building submittal application for the development within Parcels 1-12. Submittals shall be prepared by licensed engineers, geotechnical engineers, landscaped architects, etc., and shall be in conformance with City Standards and applicable codes.
17. Any damage to existing City streets during construction shall be repaired to the satisfaction of the City Engineer, and depending upon the severity may include but not be limited to pavement reconstruction in the affected areas, pavement overlays and seal treatments.
18. Grading along exterior boundaries of the new parcel developments shall not interfere with the natural drainage of the surrounding areas. Slope areas or retaining walls shall be provided where proposed grades do not match existing grades. Sloped areas shall not direct drainage across adjacent property lines.
19. Obtain all necessary City permits (i.e. grading, excavation, encroachment, etc.) and other governmental permits (i.e. requirements of the Regional Water Quality Control Board) and conditions.
20. The developer shall pay for all reasonable office and engineering costs expended by the City Engineer's office, including inspection and overhead during the review and construction process.

CONDITIONS APPLICABLE PRIOR TO CERTIFICATE OF OCCUPANCY.

21. The property owner shall enter into a storm water treatment measures maintenance agreement with the City of Alameda assuring both the responsibility for the operation and maintenance (O&M) of the treatment measures and the access by public agency personnel strictly for the purpose of O&M verification. This maintenance agreement shall be recorded by the Property Owner among the deed records of the County Recorder's Office (Alameda County). Additionally, and as terms of the above-mentioned agreement, an O&M Plan and an annual Inspection Report for storm water treatment measures shall be

provided for review and approval by the City of Alameda Public Works Department Environmental Services Division in compliance with the California Regional Water Quality Control Board Order R2-2003-0021 NPDES Permit No. CAS00298313, Section C3e.

22. Submit a report to the City's Environmental Services Division on actual tonnages disposed or recycled for each material, and the actual destination/processor.
23. Submit as-built plans of all civil and landscape plans in both mylar and AutoCAD. CD-ROM form.

HOLD HARMLESS

24. Pursuant to California Government Code Section 66474.9(b), the City of Alameda requires as a condition of this Parcel Map approval that the applicant, or its successors in interest, defend, indemnify, and hold harmless the City of Alameda or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to attack, set aside, void, or annul, an approval of the City concerning the subject property, which action is brought within the time period provided for in Government Code Section 66499.37. The City of Alameda shall promptly notify the developer of any claim, action or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the developer shall not hereafter be responsible to defend, indemnify, or hold harmless the City.

ACKNOWLEDGEMENT OF CONDITIONS

25. The applicant shall acknowledge in writing all conditions of approval and accept this permit subject to conditions, with full awareness of applicable provisions of the Alameda Municipal Code for this Parcel Map to be exercised.

The decision of the Planning Board shall be final unless appealed to the City Council, in writing and within ten (10) days of the decision or decision on any appeal by completing and submitting an appeal form and paying the required fee.

NOTICE. No judicial proceedings subject to review pursuant to California Code of Civil Procedure Section 1094.5 may be prosecuted more than ninety (90) days following the date of this decision plus extensions authorized by California Code of Civil Procedure Section 1094.6

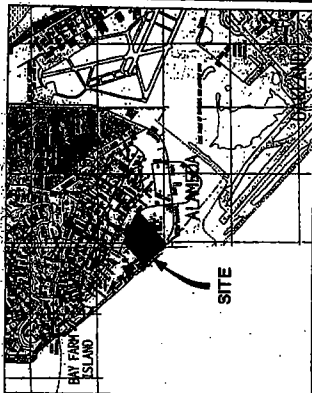
NOTICE. The conditions of project approval set forth herein include certain fees and other exactions. Pursuant to Government Code Section 66020 (d) (1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and exactions. The applicant is hereby further notified that the 90 day appeal period in which the applicant may protest these fees and other exactions, pursuant to Government Code Section 66020 (a) has begun. If the applicant fails to file a protest within this 90 day period complying with all requirements of Section 66020, the applicant will be legally barred from later challenging such fees or exactions.

ATTEST:

**Jerry Cormack, Interim Secretary
City Planning Board**

CITY OF ALAMEDA
COUNTY OF ALAMEDA

BEING A SUBDIVISION OF PARCELS 13 OF THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 11, 1997 AS SERIES NO. 97-19-09231, AND ADJUSTED PARCEL 12 OF THE CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2004 AS SERIES NO. 004-03-9869 AND ADJUSTED PARCEL 8 OF THE CERTIFICATE OF COMPLIANCE RECORDED JUNE 6, 2004 AS SERIES NO. 004-25-1353. ALL OF WHICH ARE ALAMEDA COUNTY OFFICIAL RECORDS.



SUBDIVIDERS STATEMENT

[illegible]

LEGEND

[illegible]

RECEIVED
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Item #7-D, Attachment #2

CALIFORNIA

SRM ASSOCIATES

**TENTATIVE PARCEL MAP 8574
OF
THE WATERFRONT - HARBOR BAY BUSINESS PARK
FOR**

ALAMEDA

ALSWAY	MR. BO
SMS	REPOSIC
29 - J	FINOC
NOV 2004	ELITE

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING TENTATIVE MAP TM 04-0004 FOR A
SIXTEEN LOT SUBDIVISION AT HARBOR BAY BUSINESS PARK

WHEREAS, an application was made on December 22, 2004, by SRM Associates requesting a Tentative Map approval in order to subdivide three parcels into sixteen parcels for future industrial/business park users.

WHEREAS, the Tentative Map was deemed complete with comments dated February 2, 2005, and was accepted as Complete on February 9, 2005; and

WHEREAS, the subject property is designated as Business Park on the General Plan Diagram; and

WHEREAS, the subject property is located in a C-M-PD, Commercial Manufacturing, Planned Development Zoning District; and

WHEREAS, the Planning Board held a public hearing on this application on February 28, 2005 and recommended approval of the Tentative Map 8574 to the City Council; and

WHEREAS, the City Council held a public hearing on March 1, 2005, to consider the Tentative Map and examined pertinent maps, drawings and documents; and

WHEREAS, the City Council makes the following findings:

1. **The proposal is consistent with the applicable General Plans and Specific Plans** Because the proposal does not propose a change in the existing consistent land use or planned development.
2. **The site is physically suitable for the type of development.** The proposed project site is level, undeveloped, and therefore physically suitable for the proposed type of development.
3. **The design of the subdivision or proposed improvement is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.** There is no significant wildlife habitat on the site.
4. **The design of the subdivision or improvement will not conflict with easements acquired by the public at large for access through or use of property within the subdivision.** The Tentative Map meets all easement and access requirements.
5. **The design of the subdivision or the type of improvements is not likely to cause serious public health problems.** The subdivision layout will not affect public health. The business park was evaluated previously in the 1974 Environmental Impact Report prepared by A. D. Little, certified in March 1974 and the 1988 Addendum to the EIR certified in 1989. The EIR did not identify any health issues associated with the approval of the business park. No additional health issues have been identified in conjunction with subdivision of land within the business park.

6. **Conformity with the Planned Development is achieved.** Approval of this Tentative Map shall be subject to the applicant securing approval of easements which addresses parking and landscaping.

NOW, THEREFORE BE IT RESOLVED, that the Planning Board and the City Council of the City of Alameda finds in compliance with the California Environmental Quality Act (CEQA) that an Environmental Impact Report for the Harbor Bay Business Park, including this site, was approved and pursuant to CEQA Section 15162, no new significant environmental impacts have been identified, nor have mitigation measures previously found to be infeasible become feasible since the EIR was adopted; therefore no additional review pursuant to CEQA is required.

BE IT FURTHER RESOLVED that the Planning Board hereby recommends that the City Council approve Tentative Map No. 8574, subject to the following conditions:

1. Existing median openings are spaced at approximately 500' intervals.
2. Section 30-7-9 of the City of Alameda Municipal Code (AMC) "limits the number of driveways (curb cuts) to one per lot unless otherwise approved by the Planning and Building Services Department and Public Works Director". Three parcels remain of the original parcel map, which would correspond to three driveways. There is one existing driveway opposite a median opening along Harbor Bay Parkway.
3. Generally, per Section 30-7-9 of the AMC, "Driveway widths for commercially and industrially zoned lots shall occupy no more than forty (40%) percent or twenty (20') feet in width (whichever is less)". However, in conditions where driveways are shared or turning movements require additional width, the Public Works Director has allowed thirty (30) feet.
 - a. There is an existing median opening along Harbor Bay Parkway across from the common line between Parcels 7 & 13. Although this is not a street intersection, there are four other locations within the Business Park where median openings are opposite shared driveways. One additional median opening will be allowed approximately 500' west of the existing opening or in alignment with the common line between Parcels 15 & 16.
 - b. The driveway for Parcels 7 and Parcel 13 shall be shared as one common driveway. The driveway for Parcel 15 and Parcel 16 shall also be shared as one common driveway. Shared driveways are prevalent throughout the existing Harbor Bay Business Park development. Alignment of these shared driveways with the parkway median openings will allow for adequate vehicle sight distance for all turning movements as well as any ingress and egress from the parcels with shared driveways.
 - c. Should common parcel lines be adjusted or parcels combined in the future such that access to the parcels are no longer in alignment with the median openings, then internal circulation between parcels shall be provided and easements obtained. The location of the driveway is to remain in line with the median cut.
 - d. The existing Harbor Bay Parkway median has only one turn pocket. The median shall be reconstructed, by the property owner, to have two turn pockets similar to the existing

median along the parkway at the time that the fronting parcel(s) is developed and at no cost to the City. Similarly, the proposed western most median shall be constructed at the time that Parcel 15 and/or Parcel 16 is developed, also at no cost to the City.

- e. Thirty (30) foot driveway widths will be allowed to facilitate truck-turning radii's.

Parcels fronting North Loop Road

4. Section 30-7-9 of the City of Alameda Municipal Code "limits the number of driveways (curb cuts) to one per lot unless otherwise approved by the Planning and Building and Public Works Director. Driveway widths for commercially and industrially zoned lots shall occupy no more than forty (40%) percent or twenty (20') feet in width (whichever is less)."

- a. The driveway for Parcel 14 shall be located 150 feet, more or less, east of the adjacent Cheese Works driveway.

- b. Parcels 1-12 access is shared by a private street having a common driveway. One additional North Loop Road common driveway will be allowed between Parcel 14 and Parcels 8-12 if necessary to facilitate truck traffic. Should development of Parcels 1-6 require truck access from the rear of these parcels a driveway access will only be allowed if shared with the adjacent development (formerly Lucent campus).

- c. Driveways shall be located at least 200' from adjacent parcel driveways or shall be shared similar to those occurring throughout most of the existing Harbor Bay Business Park development, except as noted in 4f above.

CONDITIONS APPLICABLE PRIOR TO THE APPROVAL OF THE FINAL TENTATIVE MAP BY CITY COUNCIL.

5. The final Tentative map shall conform to the requirements of the Subdivision Map Act, Alameda Municipal Code regulations (Chapter 30, Article VI), City Council Resolution approving the Tentative Map and shall be satisfactory to the City Engineer and Planning Director. Easements shall be provided on the Tentative Map as necessary to the satisfaction of the City Engineer and Planning Director.

6. All conditions conferred in the City of Alameda Planning Board and City Council resolutions approving the Tentative Map applicable to the final Tentative Map must be satisfactory to the City Engineer and Planning Director.

7. Deed, title reports (not older than six months), adjoiner deeds and closure calculations shall be provided.

8. The final Tentative map shall include a statement on the number of driveways and median openings allowed along Harbor Bay Parkway and the number of driveways along North Loop Road based upon the Tentative Map Planning Board and City Council Resolutions to the satisfaction of the City Engineer and Planning Director.

9. A declaration of easements, CC&R's, or similar instrument shall be provided for Parcels 1-12 for maintenance of the private street, common storm drain and sewer mains, utilities, etc. An annual maintenance cost per parcel with escalator, or similar rate structure shall be included in order to assure adequate funds are available when needed. The document shall be recorded concurrent with the Tentative Map. The document including recording information shall be included in the owner's statement of the parcel map.

10. The subdivider shall pay for all reasonable office and engineering costs expended by the City Engineer's office, including overhead, in conjunction with reviewing the Tentative Map and in obtaining the map signature of the City's consulting surveyor.

11. The subdivider shall post a refundable cashier's check in the amount of \$200 to guarantee that a mylar copy of the recorded Tentative Map is provided in the form approved by the City Engineer.

12. Before approval by the City Council of the Final Map, the subdivider shall execute and file an agreement between the subdivider and the City specifying the period within which the subdivider shall complete the private street improvement work in accordance with the approved Tentative Map.

13. The subdivider shall also file with said agreement such good and sufficient security as the City deems sufficient in the form of cash deposits, bonds of duly authorized corporate securities or acceptable instruments of credit. Such improvement security shall be not less than fifty percent (50%) nor more than one hundred percent (100%) of the total estimate cost of the improvement, conditioned upon the faithful performance of the agreement, an additional amount within the same limitations securing labor and materials. Bond shall be approved as to form by the City Attorney.

14. A bond in the amount of 10% of the cost of the improvements shall also be provided to guarantee and warrant the work for a period of one (1) year following the completion and acceptance of the improvements by the City Council against defective work, labor or materials.

15. The Tentative Map shall expire six (6) months from the date of approval unless vested by the recordation of the Final Tentative Map. Alternately, the applicant may seek an extension by the City Council prior to the end of the six (6) month period.

16. Improvements plans, landscape plans, geotechnical/traffic reports or letters, specifications, storm drain and sanitary sewer calculations, urban runoff, waste management, and other applicable submittals shall be provided as either part of the building plans or separate from the building plans for each parcel development for review and approval by the City Engineer and Planning Director. The improvements plans for the entire private street shall be provided prior to or in conjunction with the first parcel building submittal application for the development within Parcels 1-12. Submittals shall be prepared by licensed engineers, geotechnical engineers, landscaped architects, etc., and shall be in conformance with City Standards and applicable codes.

17. Any damage to existing City streets during construction shall be repaired to the satisfaction of the City Engineer, and depending upon the severity may include but not be limited to pavement reconstruction in the affected areas, pavement overlays and seal treatments.

18. Grading along exterior boundaries of the new parcel developments shall not interfere with the natural drainage of the surrounding areas. Slope areas or retaining walls shall be provided where proposed grades do not match existing grades. Sloped areas shall not direct drainage across adjacent property lines.

19. Obtain all necessary City permits (i.e. grading, excavation, encroachment, etc.) and other governmental permits (i.e. requirements of the Regional Water Quality Control Board) and conditions.

20. The developer shall pay for all reasonable office and engineering costs expended by the City Engineer's office, including inspection and overhead during the review and construction process.

CONDITIONS APPLICABLE PRIOR TO CERTIFICATE OF OCCUPANCY.

21. The property owner shall enter into a storm water treatment measures maintenance agreement with the City of Alameda assuring both the responsibility for the operation and maintenance (O&M) of the treatment measures and the access by public agency personnel strictly for the purpose of O&M verification. This maintenance agreement shall be recorded by the Property Owner among the deed records of the County Recorder's Office (Alameda County). Additionally, and as terms of the above-mentioned agreement, an O&M Plan and an annual Inspection Report for storm water treatment measures shall be provided for review and approval by the City of Alameda Public Works Department Environmental Services Division in compliance with the California Regional Water Quality Control Board Order R2-2003-0021 NPDES Permit No. CAS00298313, Section C3e.

22. Submit a report to the City's Environmental Services Division on actual tonnages disposed or recycled for each material, and the actual destination/processor.

23. Submit as-built plans of all civil and landscape plans in both mylar and AutoCAD. CD-ROM form.

HOLD HARMLESS

24. Pursuant to California Government Code Section 66474.9(b), the City of Alameda requires as a condition of this Tentative Map approval that the applicant, or its successors in interest, defend, indemnify, and hold harmless the City of Alameda or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to attack, set aside, void, or annul, an approval of the City concerning the subject property, which action is brought within the time period provided for in Government Code Section 66499.37. The City of Alameda shall promptly notify the developer of any claim, action or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the developer shall not hereafter be responsible to defend, indemnify, or hold harmless the City.

NOTICE. No judicial proceedings subject to review pursuant to California Code of Civil Procedure Section 1094.5 may be prosecuted more than ninety (90) days following the date of this decision plus extensions authorized by California Code of Civil Procedure Section 1094.6.

NOTICE. The conditions of project approval set forth herein include certain fees and other exactions. Pursuant to Government Code Section 66020 (d) (1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and exactions. The applicant is hereby further notified that the ninety (90) day appeal period in which the applicant may protest these fees and other exactions, pursuant to Government Code Section 66020 (a) has begun. If the applicant fails to file a protest within this ninety (90) day period complying with all requirements of Section 66020, the applicant will be legally barred from later challenging such fees or exactions.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 19th day of April, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____ 2005.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA
MEMORANDUM

Date: April 4, 2005

To: Honorable Mayor
and Council members

From: William Norton
Acting City Manager

RE: Adoption of Resolution Approving the Association of Bay Area
Governments (ABAG) Report "Taming Natural Disasters" as the
City of Alameda's Temporary Local Hazard Mitigation Plan.

BACKGROUND

The federal Disaster Mitigation Act of 2000 requires all cities, counties, and special districts to have adopted a Local Hazard Mitigation Plan in order to be considered for disaster mitigation funding from FEMA. Although the City of Alameda's own Disaster Mitigation Plan is nearly complete, it will not be finished in time to meet FEMA's deadline for 2005 funding availability. Since the City of Alameda will be submitting for FEMA mitigation grant funding for 2005, it is essential that a mitigation plan be in place prior to FEMA's May 1, 2005 deadline.

One method of meeting the requirement for a mitigation plan is for Alameda to be included with the Association of Bay Area Government's (ABAG) "Taming Natural Disasters" plan as an Annex. By doing so, Alameda meets the requirements of FEMA for 2005 funding consideration, and has a viable mitigation plan in place while Alameda's own separate plan is being completed.

ABAG has already approved and adopted the ABAG report "Taming Natural Disasters" as the multi-jurisdictional Local Hazard Mitigation Plan for the San Francisco Bay Area, which Alameda is a part of. Since the City of Alameda recognizes that disasters do not recognize city, county, or special district boundaries, and that the Bay Area is vulnerable to numerous types of potential disasters, it remains in the best interest of all parties that we participate and adopt this plan regardless.

"Dedicated to Excellence, Committed to Service"

**Re: Resolution #4-K CC
4-19-05**

DISCUSSION/ANALYSIS

The City of Alameda has a Health and Safety Element to its General Plan that establishes development policies for the period 1990-2010. Included is a discussion of seismic, geologic, and soils hazards, fire hazards, and flooding. In addition, the City routinely enforces the requirements of the California Environmental Quality Act (CEQA) requirements (which, since 1988, have required mitigation for identified natural hazards). The City's effort has focused on building on these pre-existing programs and identifying gaps that may lead to disaster vulnerabilities in order to work on ways to address these risks through mitigation.

Many of the activities conducted by the City were fed into the planning process for the multi-jurisdictional plan. The City participated in various ABAG workshops and meetings, including the general "kick-off" meeting. In addition, the City has provided written and oral comments on the multi-jurisdictional plan. Finally, the City provided information on facilities that are viewed as "critical" to ABAG.

Key City staff met at regular intervals in 2004 to identify and prioritize mitigation strategies appropriate for the City. Staff involved in these meetings included the Planning Manager, Finance Director, Development Services Director, Public Works Director, OES Manager, Environmental Health and Safety Coordinator, Police Captain and Emergency Planning Consultants. The general priorities, appropriate City departments and planning milestones were identified. Then, preliminary budgets and potential funding sources for strategies designated as "High" priority were identified. The City provided the opportunity for the public to comment on the DRAFT mitigation strategies at the Alameda Disaster Council meeting in December 2004. If the City Council adopts this resolution the Annex will be added to the ABAG multi-jurisdictional plan.

Separately in 2005, the Disaster Mitigation Plan for the City of Alameda will be completed, presented for public comment, submitted for FEMA approval and presented to the Alameda City Council for approval as an Amendment to the City's General Plan.

FINANCIAL IMPACT

This is no financial impact to adopting this resolution. However, there could be a future financial impact if grants are applied for and approved that require matching funds from the City. In those cases, Council authorization would be sought prior to accepting the funds.

RECOMMENDATION

The Interim City Manager recommends that Council adopt the ABAG report "Taming Natural Disasters," and add the City of Alameda as an Annex to the plan.

Respectfully submitted,

William Norton
Acting City Manager

By: 
James Christiansen
Fire Chief

Attachments: ABAG Local Hazard Mitigation Plan Annex

Association of Bay Area Governments Local Hazard Mitigation Plan ANNEX City of Alameda

Introduction

The City of Alameda is a moderately sized city in Alameda County, California. The City has a population of 72,259 people, based on the 2000 census¹. The City's budget for 2004-2005 is \$266,413,862. The City employs 778 people.

The Planning Process

The City of Alameda has a Health and Safety Element to its General Plan that establishes development policies for the period 1990-2010. Included is a discussion of seismic, geologic, and soils hazards, fire hazards, and flooding. In addition, the City routinely enforces the requirements of the California Environmental Quality Act (CEQA) requirements (which, since 1988, have required mitigation for identified natural hazards). The City's effort has focused on building on these pre-existing programs and identifying gaps that may lead to disaster vulnerabilities in order to work on ways to address these risks through mitigation.

Many of the activities conducted by the City were fed into the planning process for the multi-jurisdictional plan. The City participated in various ABAG workshops and meetings, including the general "kick-off" meeting and the soft-story charrette. In addition, the City has provided written and oral comments on the multi-jurisdictional plan. Finally, the City provided information on facilities that are viewed as "critical" to ABAG.

Key City staff met at regular intervals in 2004 to identify and prioritize mitigation strategies appropriate for the City. Staff involved in these meetings included the Planning Manager, Finance Director, Development Services Director, Public Works Director, OES Manager, Environmental Health and Safety Coordinator, Police Captain and Emergency Planning Consultants. The general priorities, appropriate City departments and planning milestones were identified. Then, preliminary budgets and potential funding sources for strategies designated as "High" priority were identified. The City provided the opportunity for the public to comment on the DRAFT mitigation strategies at the Alameda Disaster Council meeting in December 2004. The resolution adopting this Annex will be on the City Council agenda for late April 2005. Once adopted, the resolution will add this Annex to the ABAG multi-jurisdictional plan.

Separately in 2005, the Disaster Mitigation Plan for the City of Alameda will be completed, presented for public comment, submitted for FEMA approval and presented to the Alameda City Council for approval as an Amendment to the City's General Plan.

¹ For complete Census information on this city, see <http://www.bayareacensus.ca.gov/>.

Hazard and Risk Assessment

The ABAG multi-jurisdictional Local Hazard Mitigation Plan, to which this is an Annex, lists nine hazards that impact the Bay Area, five related to earthquakes (faulting, shaking, earthquake-induced landslides, liquefaction, and tsunamis) and four related to weather (flooding, landslides, wildfires, and drought). These hazards also impact this community, except for landslides. Landslides do not impact the City of Alameda because of the flat terrain.

The impact of tsunamis is currently unknown. While the current Tsunami Evacuation Planning Maps do not show a hazard in the City, this is because the area has not been mapped. Researchers are currently examining the impact of tsunamis in the East Bay. Preliminary work, as indicated in the ABAG multi-jurisdictional plan, appears to show that the run-up elevation would be up to 50% of that at Ocean Beach in San Francisco. If so, many areas of the City with elevations of less than 21 feet would be inundated by water. However, the research is not published and is extremely preliminary. No further work on the tsunami hazard is possible in Alameda until the maps are completed and published.

While the City has undertaken a number of general hazard mapping activities since the first Health and Safety Element was prepared, all of these maps are less detailed and are not as current as those shown on the ABAG website at: <http://quake.abag.ca.gov/mitigation/>.

Information on disasters declared in Alameda County is at: <http://quake.abag.ca.gov/mitigation/disaster-history.html>.

The City examined the hazard exposure of City of Alameda urban land based on the information on ABAG's website at: <http://quake.abag.ca.gov/mitigation/pickdbh2.html>. Of the 6,452 urban acres in the City,

- ◆ 536 acres are in the 100-year flood plain, while an additional 75 acres are in other flood-prone areas;
- ◆ 0 acres are subject to dam inundation;
- ◆ 0 acres are in areas of existing landslides;
- ◆ 6,403 acres are in areas of moderate, high, or very high liquefaction susceptibility;
- ◆ 6,104 acres are in the highest two categories of shaking potential, due to Alameda's proximity to the Hayward fault;
- ◆ 7 acres are subject to very high wildfire threat;
- ◆ 1,379 acres are in wildland-urban interface fire threat areas;
- ◆ Drought, though a potential problem in the City of Alameda, is not fully assessed. The City will be working with ABAG and the various water supply agencies on this issue.

The City also examined the hazard exposure of infrastructure based on the information on ABAG's website at <http://quake.abag.ca.gov/mitigation/pickdbh2.html>. Of the 176 miles of roadway, nine miles of railroads, and 175 miles of underground pipeline in the City,

- ◆ Two miles of roadway and two miles of underground pipeline are in the 100-year flood plain, while an additional one mile of roadway and one mile of pipeline is in other flood-prone areas;
- ◆ No roads are in an area subject to dam inundation;
- ◆ No roads are in areas of existing landslides;
- ◆ 176 miles of roadway, nine miles of railroads, and 175 miles of underground pipeline are in areas of moderate, high, or very high liquefaction susceptibility;
- ◆ 164 miles of roadway, five miles of railroads, and 163 miles of underground pipeline are in the highest category of shaking potential;
- ◆ No miles of roadway, railroads, or underground pipeline are subject to wildfire threat;
- ◆ 38 miles of roads, one mile of railroad, and 38 miles of underground pipeline are in wildland-urban interface fire threat areas.
- ◆ Drought, though a potential problem in the City of Alameda, is not fully assessed. The City will be working with ABAG and the various water supply agencies on this issue.

Finally, the City examined the hazard exposure of critical health care facilities, schools, and city-owned facilities, and bridges/interchanges based on the information on ABAG's website at <http://quake.abag.ca.gov/mitigation/pickcrit.html>. Of the critical facilities in the City,

- ◆ No critical health care facilities, schools, city-owned facilities, or bridges/interchanges are in the 100-year flood plain; one bridge/interchange is in another flood-prone area;
- ◆ No critical health care facilities, schools, city-owned facilities, or bridges/interchanges are in an area subject to dam inundation;
- ◆ No critical health care facilities, schools, city-owned facilities, or bridges/interchanges are in areas of existing landslides;
- ◆ All critical facilities are in areas of moderate, high, or very high liquefaction susceptibility – eight critical health care facilities, 24 schools, 48 city-owned critical facilities, and six locally or state owned bridges/interchanges;
- ◆ All critical facilities are in the highest two categories of shaking potential - eight critical health care facilities, 24 schools, 48 city-owned critical facilities, and six locally-or-state-owned bridges/interchanges;
- ◆ All critical facilities are in the moderate/low threat for wildfire;
- ◆ Two critical health care facilities, five schools, 14 city-owned critical facilities, and 4 locally or state owned bridges/interchanges are within the wildland-urban interface fire threat area.
- ◆ Drought, though a potential problem in the City of Alameda, is not fully assessed. The City will be working with ABAG and the various water supply agencies on this issue.

Although areas of the City are located in flood-prone areas, there are no repetitive loss properties in the City based on the information at:
<http://quake.abag.ca.gov/mitigation/pickflood.html>.

The City plans to work with ABAG during 2005 to improve the risk assessment information being compiled by ABAG by providing information on unreinforced masonry buildings, tiltups, and soft-story apartments located in the City.

The City of Alameda plans to work with ABAG in developing each hazard's impact and the potential level of damage to buildings, infrastructure, and critical facilities. ABAG's Annex specifically states ABAG's plans for 2005-2006.

As these impacts are not fully developed, the City has reviewed the hazards identified and ranked the hazards based on past disasters and expected future impacts. The conclusion is that earthquakes (particularly shaking), liquefaction, and flooding are more important than landslides, tsunamis, and droughts.

The City of Alameda is situated parallel to the Hayward fault, which is approximately four miles away. ABAG and the U. S. Geological Survey have estimated that within this region there is a 62% potential of a magnitude 6.7 or greater earthquake occurring within the next 30 years. Based upon the modified Mercalli scale, the City of Alameda sits in the red zone showing a potential of IX-Violent Shaking that will produce heavy damage such as destroying buildings of Masonry D construction. Masonry C type buildings will be heavily damaged, sometimes with complete collapse. Masonry B type buildings will be seriously damaged, underground pipes will be broken and there will be conspicuous cracks in the ground.

The 1989 Loma Prieta Earthquake caused \$2.1 million in damages to City of Alameda properties. Damages included broken water brakes in three locations, broken sewer lines in various locations, street collapse and sand boils on numerous streets, curbs/gutters, and bulkhead damage. In addition, the dollar amount of losses to private properties is not included here. However, there was private property damage such as fuel tank displacement, water service line displacement, bulkhead/rip-rap damage, private road/sand boils, and chimney and foundation damage. Also, there was full displacement of the military runway at Alameda Point.

Mitigation Activities and Priorities

As participants in the ABAG multi-jurisdictional planning process, City of Alameda staff helped in the development and review of the comprehensive list of mitigation strategies in the overall multi-jurisdictional plan. The list was discussed at a meeting of the Planning Manager, Finance Director, Development Services Director, Public Works Director, OES Manager, Environmental Health and Safety Coordinator, Police Captain and Emergency Planning Consultants in January, 2004.

During 2004, the mitigation strategies were reviewed and decisions made on each strategy's priority based on a variety of criteria, not simply on an economic cost-benefit analysis. These criteria include being technically and administratively feasible, politically acceptable, socially appropriate, legal, economically sound, and not harmful to the environment or our heritage.

Over time, we are committed to developing better hazard and risk information to use in making those trade-offs. We are not trying to create a disaster-proof region, but a disaster-resistant one.

In the City of Alameda, many of the mitigation strategies are existing programs already a part of the planning and review process, building and fire code enforcement, and development of the City's General Plan. Any new activities identified, as part of this Annex will be incorporated into these existing mechanisms. Other activities will require funds that have not been identified. The City will be working to identify potential funding sources, including capital improvement budgets, bond issues, and federal or state grants.

In addition, through examination of the hazard exposure information to City-owned critical facilities supplied by ABAG, the City determined that the combination of construction type, age, and shaking exposure to Fire Station No. 3 is significant. Therefore, the City has applied for a Pre-Disaster Mitigation grant to retrofit this fire station.

Fire Station No. 3 serves 20% of the City's population, or 14,452 residents, and its mutual aid neighbors in the City of Oakland, the City of San Leandro, and the U. S. Coast Guard Island when marine emergencies occur.

Plan Monitoring, Evaluation, and Updating Process

The City of Alameda is committed to reviewing and updating this plan annex at least once every five years, as required by the Disaster Mitigation Act of 2000. The City Planning Director will contact ABAG four years after this plan is approved to ensure that ABAG plans to undertake the plan update process. If so, the City again plans to participate in the multi-jurisdictional plan. If ABAG is unwilling or unable to act as the lead agency in the multi-jurisdictional effort, other agencies will be contacted, including the County's Office of Emergency Services. Counties should then work together to identify another regional forum for developing a multi-jurisdictional plan.

The City Planning Director will ensure that monitoring of this Annex will occur. The plan will be monitored on an on-going basis. Also, any major disasters affecting the City, legal and regulatory mandates, notices from ABAG as the lead agency in this process, and other triggers will be used to initiate monitoring, evaluation, and updating. Finally, the Annex will be a discussion item on the agenda of the meeting of City department heads at least once a year in April. At that meeting, the department heads will focus on evaluating the Annex in light of technological and political changes during the past year,

or other significant events. This group will be responsible for determining if the plan should be updated.

The public will continue to be involved whenever the plan is updated, and as appropriate during the monitoring and evaluation process. Prior to adoption of updates, the City will provide the opportunity for the public to comment on the updates. A public notice will be posted prior to the meeting to announce the comment period and meeting logistics.

Approved as to Form
C. A. Kozak
CITY ATTORNEY

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING THE ABAG REPORT "TAMING NATURAL DISASTERS" AS THE CITY OF ALAMEDA'S LOCAL HAZARD MITIGATION PLAN

WHEREAS, the Bay Area is subject to various earthquake-related hazards such as ground shaking, liquefaction, land sliding, fault surface rupture, and tsunamis; and

WHEREAS, the Bay Area is subject to various weather-related hazards including wildfires, floods, and landslides; and

WHEREAS, the City of Alameda recognizes that disasters do not recognize city, county, or special district boundaries; and

WHEREAS, the City of Alameda seeks to maintain and enhance both a disaster-resistant City of Alameda and region by reducing the potential loss of life, property damage, and environmental degradation from natural disasters, while accelerating economic recovery from those disasters; and

WHEREAS, the City of Alameda is committed to increasing the disaster resistance of the infrastructure, health, housing, economy, government services, education, environment, and land use systems in the City of Alameda, as well as in the Bay Area as a whole; and

WHEREAS, the federal Disaster Mitigation Act of 2000 requires all cities, counties, and special districts to have adopted a Local Hazard Mitigation Plan to receive disaster mitigation funding from FEMA; and

WHEREAS, ABAG has approved and adopted the ABAG report Taming Natural Disasters as the multi-jurisdictional Local Hazard Mitigation Plan for the San Francisco Bay Area;

NOW, THEREFORE, BE IT RESOLVED that the City of Alameda adopts, and adapts with its local annex, this multi-jurisdictional plan as its Local Hazard Mitigation Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Alameda commits to continuing to take those actions and initiating further actions, as appropriate, as identified in the City of Alameda Annex of that multi-jurisdictional Local Hazard Mitigation Plan.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2005, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2005.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

MEMORANDUM

DATE: April 13, 2005

TO: Honorable Mayor and
Councilmembers

FROM: William C. Norton
Acting City Manager

RE: Adoption of Resolution Approving the Application for Land and Water
Conservation Fund grant monies for the Estuary Park Project

Background

The Land and Water Conservation Fund Program provides funds to federal agencies and to the 50 states and 6 territories. The money allocated to the states may be used for statewide planning and for acquiring and developing outdoor recreation areas and facilities.

Under the provisions of the California Outdoor Recreation Resources Plan Act of 1967, the expenditure of funds allocated to California is administered by the State Liaison Officer, who is the Director of the State Department of Parks and Recreation. Funds for the program are derived from federal recreation fees, sales of federal surplus real property, federal motorboat fuels, and outer continental shelf mineral receipts.

Property acquired or developed under the Land and Water Conservation Program must be retained in perpetuity for public outdoor recreational use.

Discussion/Analysis

The property needed to create Estuary Park will vary depending upon negotiations with the property owners and/or developers, and could cost up to \$5,000,000. A formal appraisal will be conducted within 30 days. Funding sources for this total amount have not been identified at this time. City staff are pursuing grant funding at both the state and federal levels.

The City of Alameda is seeking a \$250,000 grant through the Land and Water Conservation Fund to partially fund the purchase of the property known as Alameda Estuary Park. The State grant requires a 100% match of the amount awarded.

The Applicant must certify that it has the matching funds available in the City of Alameda Open Space Fund. The General Plan recommends acquiring and developing the Estuary Park Site. This project is compatible with the land use plans for the jurisdictions surrounding the Project.

Budget Consideration/Financial Impact


The City must commit \$500,000 in order to apply for the Land and Water Conservation Fund grant. If awarded, \$250,000 will be reimbursed upon completion of the Estuary Park project. Funds are available in the Open Space Fund. The current balance of the Open Space Fund is \$998,000. This amount will decrease if the Council utilizes \$112,000 to purchase two parcels from the East Bay Municipal Utility District in order to expand Towata Park.

Recommendation

It is recommended that Council adopt a resolution approving the application for Land and Water Conservation Fund grant monies for the Estuary Park Project.

Respectfully submitted,

William C. Norton
Acting City Manager

By: 
Dale Lillard, Acting Director
Recreation and Park Department

WCN: dl:cj

Approved as to Form
CITY ATTORNEY

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING THE APPLICATION FOR LAND AND WATER
CONSERVATION FUND ESTUARY PARK PROJECT

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

WHEREAS, said adopted procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution and approval of Applications and availability of eligible Matching funds prior to submission of said Applications to the State; and

WHEREAS, the proposed Estuary Park Project is consistent with the Statewide Comprehensive Recreation Resources Plan *California Outdoor Recreation Plan -2002*; and

WHEREAS, the Project must be compatible with the land use plans of those jurisdictions immediately surrounding Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance; and
2. Certifies that the said Agency has Matching funds from the following source(s): _____ (List sources) and can finance 100 percent of the Project, half of which will be reimbursed; and
3. Certifies that the Project is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and
4. Appoints the City Manager as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____ 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this _____ day of _____ 2005

Lara Weisiger, City Clerk
City of Alameda

City of Alameda

Memorandum

DATE: April 7, 2005

TO: Honorable Mayor and Councilmembers

FROM: William C. Norton
Acting City Manager

RE: Introduction of Ordinance Reclassifying and Rezoning Certain Property; within; the City of Alameda by Amending Zoning Ordinance No. 1277 from R-5 (General Residential) Zoning District to C-C (Community Commercial) Zoning District, for that Property Located at 2507 Central Avenue at Everett Street. Applicants: Mary Applegate and Cathy Wydner.

BACKGROUND

At the April 05, 2005 meeting the City Council upheld the Planning Board action on this project to construct a vet clinic at the corner of Central Avenue and Everett Street and approved the Rezoning, Use Permit, Variance and Design Review. The attached ordinance implements the action to rezone the easterly portion of the project site from R-5 to C-C.

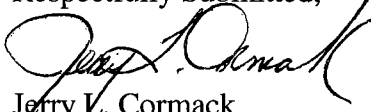
BUDGET CONSIDERATION/FISCAL IMPACT

There will be no additional funding in the Planning and Building Department budget necessary relative to the adoption of this zoning ordinance text amendment.

RECOMMENDATION

The City Manager recommends that the City Council introduce the draft ordinance at the April 19, 2005 City Council meeting. Final passage of the ordinance will be scheduled for the May 03, 2005 City Council meeting. If adopted, the ordinance will become effective on June 03, 2005.

Respectfully Submitted,



Jerry L. Cormack
Interim Planning Director

cc: Mary Applegate/Cathy Wydner

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**Re: Intro of Ordinance
#4-M CC
4-19-05**

CITY OF ALAMEDA ORDINANCE NO.
New Series

RECLASSIFYING AND REZONING CERTAIN PROPERTY
WITHIN THE CITY OF ALAMEDA BY AMENDING ZONING
ORDINANCE NO. 1277, N.S., FROM R-5 (GENERAL
RESIDENTIAL) ZONING DISTRICT TO C-C (COMMUNITY
COMMERCIAL) ZONING DISTRICT, FOR THAT PROPERTY
LOCATED AT 2507 CENTRAL AVENUE AT EVERETT STREET

BE IT ORDAINED by the City Council of the City of Alameda that:

Section 1. Section 11-116 of Ordinance No. 1277, N.S., is hereby amended by
reclassifying from R-5 (General Residential) Zoning District to C-C (Community Commercial)
Zoning District all the real property situated within the City of Alameda, County of Alameda, State
of California, bounded by Everett Street on the west, Central Avenue on the south and private
property boundaries on the east and north, described as follows:

Gross Acreage	Assessor's Parcel/ Address	Existing Zoning	Rezoned To
0.2	070-170-015 2707 Central Avenue	R-5	C-C

Section 2. The above amendment shall be known as and reference to as
Reclassification and Rezoning Amendment No. 197 to Ordinance No. 1277, N.S.

Section 3. This Ordinance shall be in full force and effect from and after the
expiration of thirty (30) days from the date of its final passage.

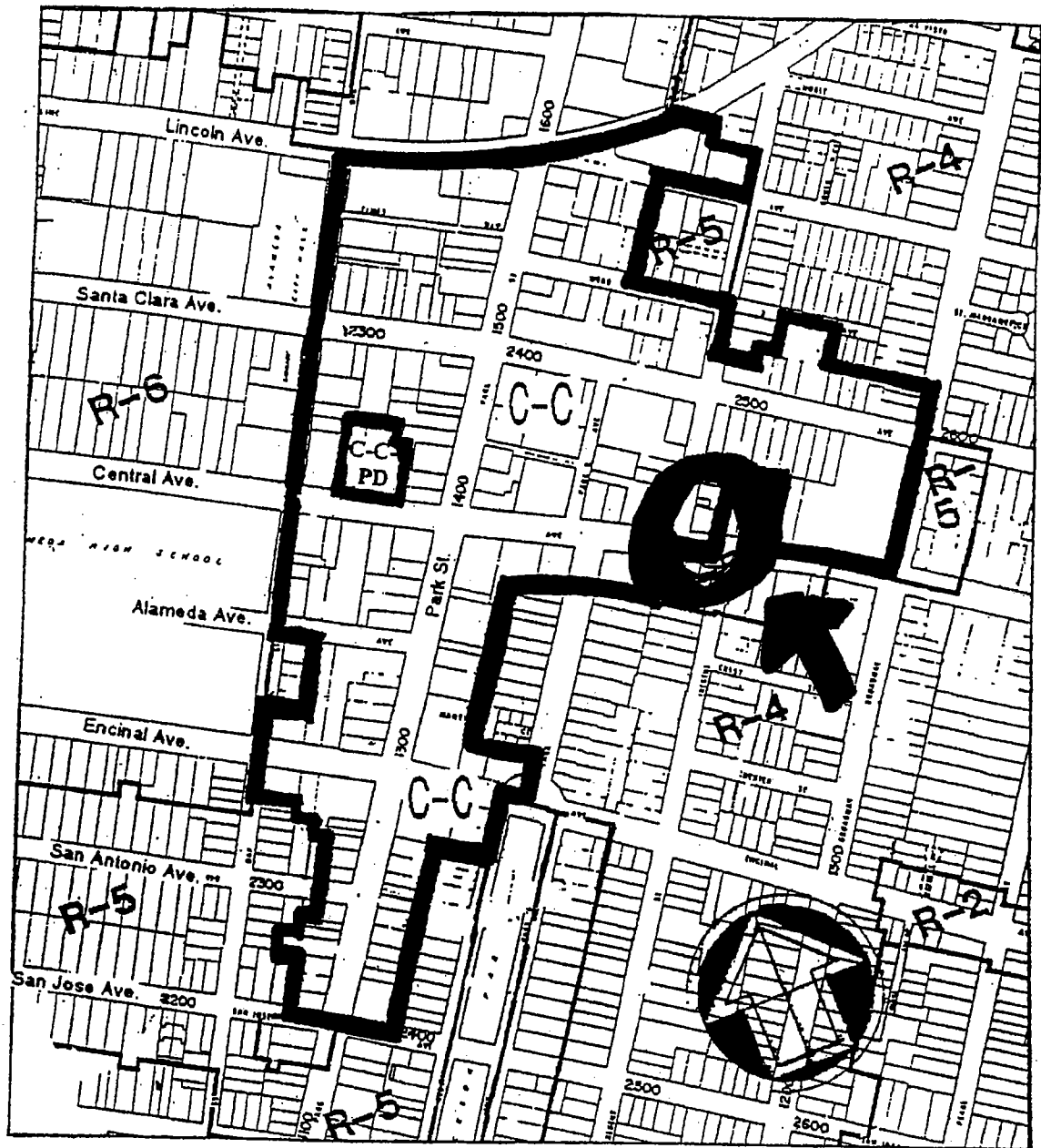
Presiding Officer of the Council

Attest:

Lara Weisiger, City Clerk
City of Alameda

* * * * *

Approved as to Form
C. J. Lora
CITY ATTORNEY



Prepared by Planning Department
November 13, 2000

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the _____ day of _____, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this _____ day of _____, 2005.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA RESOLUTION NO. _____

COMMENDING ALAMEDA POLICE DEPARTMENT SERGEANT
JON WESTMORELAND

FOR HIS CONTRIBUTIONS TO THE CITY OF ALAMEDA

THE COUNCIL OF THE CITY OF ALAMEDA records its appreciation for the years of service faithfully rendered by SERGEANT JON WESTMORELAND for the City of Alameda; and

WHEREAS, JON WESTMORELAND's career with the Alameda Police Department spanned from January 3, 1978 until present and included the following assignments: Patrol Division, Personnel and Training, Youth Services Section Detective Sergeant, Communications Section Supervisor, Field Training Officer and Supervisor; COPPS/Crime Prevention; APD Information Technology, and Critical Incident Response Team; and

WHEREAS, JON WESTMORELAND has made the following significant contributions to the City of Alameda:

- Development and implementation of the first Crime Prevention Unit in the Alameda Police Department
- Direction of the installation of the City of Alameda 800 megahertz radio system used by the Police, Fire and Public Works Departments
- Design and supervision of the remodeling of the Alameda Police Public Safety Dispatch Center; and

WHEREAS, JON WESTMORELAND was promoted to Sergeant on November 16, 1986; and

WHEREAS, JON WESTMORELAND plans to continue working as a physical fitness personal trainer; will take a more active role in operating adult fantasy camps for the Oakland Athletics and Seattle Mariners and hopes to expand the camps to Florida and The Dominican Republic; and, if he can find the time, he will continue golfing; and

WHEREAS, on May 1, 2005, JON WESTMORELAND will officially retire from his position as Sergeant for the City of Alameda's Police Department.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Alameda does hereby congratulate Sergeant JON WESTMORELAND for his outstanding achievement in his service to the City of Alameda and to the profession of law enforcement.

Mayor Beverly Johnson

Vice Mayor Marie Gilmore

Councilmember Doug deHaan

Councilmember Tony Daysog

Councilmember Frank Matarrese

**Resolution #5-A
4-19-05**

Approved as to Form

Carol A. Korade
CITY ATTORNEY

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2005, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2005.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA MEMORANDUM

To: The Honorable Mayor
and Members of the City Council

From: William C. Norton
Acting City Manager

Date: April 6, 2005

Re: Public Hearing to Consider a Recommendation to Adopt the FY 2005/09 5-Year Strategic Plan, FY 2005/06 CDBG Action Plan, Amend FY 2004/05 CDBG Action Plan and Authorize the City Manager to Negotiate and Execute Related Documents, Agreements and Modifications

Background

Community Development Block Grant (CDBG) funds from the federal Department of Housing and Urban Development (HUD) finance programs and activities that benefit low- and moderate-income persons and help prevent or eliminate slums and blight. The 5-Year Strategic Plan sets forth the priority needs and objectives in housing and non-housing community development areas. The 2005/06 CDBG Action Plan describes specific objectives and the proposed use of CDBG funds for the coming year. Both Plans must be approved by Council and submitted to HUD by May 16, 2005. Concurrently, Amendment #2 of the FY 2004-05 Action Plan will allow program income from loan repayments and unobligated current year funds to be put to immediate use. All citizen participation requirements have been met.

Discussion/Analysis

Five-Year Strategic Plan

The Five-Year Strategic Plan is required by HUD as a condition of federal funding including but not limited to CDBG, HOME, and the Section 8 Housing Choice program. The Plan is submitted through the Alameda County HOME Consortium as the lead agency for HOME funding for the City of Alameda and other participating jurisdictions.

The Five-Year Plan addresses priority needs regarding housing and homelessness, and identifies objectives and planned activities in City of Alameda, based on existing policy documents such as the Housing Element and other approved programs. Included in the Plan are discussions regarding barriers to affordable housing, public housing resident initiatives, impediments to fair housing, and lead-based paint hazard reduction initiatives. The Plan also addresses non-housing community development needs including an anti-poverty strategy, economic development activities, the removal of blight and non-homeless special needs. The 5-Year Strategic Plan is on file at the City Clerk's Office. A Summary of Housing and Community Development activities are included as Attachment A.

Dedicated to Excellence, Committed to Service

**Re: Public Hearing #5-B
4-19-05**

2005/06 Action Plan & Amendment #2 2004/05 Action Plan

In a consolidated process with the 5-Year Strategic Plan, the City develops Action Plans that identify specific objectives and proposed use of CDBG funds on an annual basis. Attachment B is a summary of recommended funding and activities for FY 2005/06. Attachment C is an Amendment to the FY 2004/05 Action Plan and summarizes recommended funding of activities that can be implemented prior to June 30, 2005. The draft FY 2005/06 Action Plan and FY 2004/05 Action Plan Amendment are on file in the City Clerk's office.

The following FY2005/06 funding recommendations are based on needs identified through a variety of community engagement activities, including the Social Service Human Relations Board's (SSHRB's) needs hearing and community survey, media and website notices inviting citizen comments, and the Council's January 18, 2005 public hearing on housing and community development needs. Two themes have emerged: the critical need for "safety net" services and the great importance of service diversity and integration, particularly for high levels of unmet need in west Alameda.

Public Facilities & Improvements: Design Concepts have been complete for public improvements in the West End neighborhood bounded by Webster/Lincoln/Main/Appezzato (Census Tract 4276), which includes Harbor Island and other large apartments, Housing Authority-owned Esperanza and China Clipper complexes, Woodstock Park and Woodstock Cooperative homes, and three public schools. Additional CDBG funds are proposed to bring the total to approximately \$495,000 for installation of public improvements identified during the design process. A concept plan detailing possible neighborhood improvements will be presented at the May 3, 2005 City Council meeting. Other proposed public improvements include installation of a fire safety system in Mastick Senior Center, purchase and installation of ADA compliant bus shelters, and design playing field improvements for Woodstock Park.

The "Blight Busters" Revolving Loan Fund (RLF) was established to eliminate blight, improve public safety and facilitate economic development by demolishing abandoned and deteriorated buildings and/or improvements. For example, clearance activities could remove abandoned buildings adjacent to the Alameda Point Collaborative housing, improving safety and environmental conditions in this west Alameda neighborhood. Proposed funding will augment the existing loan fund.

Public Services: Current and proposed funding and outcome for community-based organizations (CBO's) is listed in Attachment D. The recommendations allocate 100% of available public service funding, which is \$254,717 for FY 2005/06. This is a \$50,000 reduction from the current year's funding of \$304,140. Due to reduced public services funding overall, recommendations include reduced funding for all programs, some at significant levels to minimize impacts on programs that serve large numbers of residents throughout the year. Through Amendment #2 to the FY 04-05 Plan, \$2,500 in unused public services funding will be reprogrammed to childcare vouchers to make up a small

portion of the 2005-06 reduction in this program. Several proposals were not recommended for funding, as also indicated in Attachment D.

Rehabilitation: The Substantial Rehabilitation program is funded in accordance with the requirements of the Guyton agreement to develop new units in vacant or underutilized space in existing residential and mixed-use structures. Additional funds are recommended for the Housing Rehabilitation Program to continue this previously approved program. Carry-forward funds in these and other RLF activities also will be available.

Homeownership Assistance Activities: Proposed funding for the Down Payment Assistance (DPA) Program will supplement previously approved funds by providing home loans to first time homebuyers. In addition to CDBG funds, HOME funding including American Dream Downpayment Initiative (ADDI) funds will be used in conjunction with Community Improvement Commission (CIC) housing funds to assist first-time homebuyers.

Small Business Assistance Activities: Proposed funding represents anticipated loan repayments to augment the Small Business Assistance Revolving Loan Fund. This Program, which became fully operational in 2003-04, assists low- and moderate-income entrepreneurs to start, stabilize and grow their businesses. Given dwindling CDBG resources and the staff-intensive nature of this program, no additional Entitlement funds are recommended. Program services and staffing will be substantially reduced or eliminated in FY 2005-06.

Technical Assistance: Technical Assistance activities build on existing collaboration and help agencies increase their capacity to meet community needs. Several technical assistance activities will promote neighborhood revitalization in west Alameda. *Alameda Point Collaborative Technical Assistance* will fund financial management software upgrades and training for the staff of this supportive housing complex.

Continuation of Existing Activities: Programs and projects previously approved by Council with prior years funding will continue to be undertaken. Program and projects include, the \$7.8 Million construction of the downtown parking structure funded using Section 108 program and the Brownfields Economic Development Initiative (BEDI) funds; Acquisition of the One-Stop Career Center Portable; Continuation of the Non-Profit/Public Facilities Revolving Loan Fund (RLF) program; and Residential Rehabilitation programs.

Planning/Administration/Program Delivery: The Plan includes allocations for Fair Housing services, Continuum of Care support, program delivery, planning, and administration related to the development and implementation of all CDBG-eligible and CDBG-funded projects, including the Section 108 and BEDI funding. In furtherance of the CDBG objective of assistance to lower-income residents, staff researches and applies for other funding sources to meet community needs and provides support to the Rent Review Advisory Committee, the SSHRB, the Volunteers in Tax Assistance (VITA) project and similar activities.

Following approval of and in accordance with the FY 2005/06 CDBG Action Plan and Amended FY 2004/05 CDBG Action Plan, Grant Agreements or Modifications will be negotiated to fulfill Federal and City requirements. The form of Agreements and Modifications are the same as those previously approved by the Council and City Attorney.

Fiscal Impact

There is no impact on the General Fund. With CDBG funds, the City is able to provide a higher level of service and improvements to its low- and moderate-income residents and neighborhoods. CDBG funds are also used to leverage millions of dollars of private, foundation, and other public funds for Alameda through investment and matching grants. Adopting the FY 2005/06 Action Plan will allocate \$1,500,628 in new CDBG Entitlement funds and \$203,332 in projected Program Income. Amending the FY 2004/05 Action Plan will reallocate \$214,856 in unprogrammed Entitlement funds and Program Income received during FY 2004/05. The West Alameda Neighborhood Improvement Allocation shows a slight increase from the published amount, which had a mathematical error.

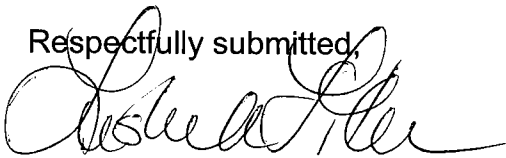
Other Considerations

At the City Council's request, the SSHRB reviewed staff's public service recommendations (Attachment D) and submitted comments in a separate report. These are the only comments received thus far in the 30-day public review period, which concludes with the public hearing before Council on April 19, 2005.

Recommendation

The Acting City Manager recommends that the City Council receive citizens' comments in a public hearing and then, by motion, adopt the FY 2005/09 5-Year Strategic Plan, adopt the FY 2005/06 CDBG Action Plan, amend the FY 2004/05 CDBG Action Plan and authorize the Acting City Manager to negotiate and execute Grant Agreements, Grant Modifications, and other related documents.

Respectfully submitted,



Leslie A. Little
Development Services Director



By: Carol Beaver
Community Development Manager

LAL\CB\TW:sb

Attachment A: 5-Year Strategic Plan Summary of Housing and Community
Development Activities

Attachment B: FY 2005/06 Action Plan Summary

Attachment C: Amended FY 2004/05 Action Plan Summary

Attachment D: Proposed Public Service Funding and Performance Summary

cc: FY2005/06 RFP Respondents
Social Services Human Relations Board

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Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS	RESOURCES AVAILABLE	TARGETED OUTCOMESFY 2005/06
FY 2005 – FY 2009 ¹		ACCOMPLISHMENTS FY 2005/06
PRIORITY NEED: AFFORDABLE HOUSING		
Objectives:		
<ul style="list-style-type: none">• Increase the availability of affordable rental housing for low- and moderate-income households.• Preserve existing affordable rental and ownership housing for low- and moderate-income households.• Assist low- and moderate-income (first-time) homebuyers.• Reduce housing discrimination.²		
Affordability Restrictions for Existing Ownership Units: Monitor and provide required City oversight for resale of dedicated affordable units, including 12 Marina Cove townhomes, 2 Habitat for Humanity homes, 8 Gardens single family homes, 6 Heritage/Silva Farms units, 6 Marina Village townhomes and 48 Bayport duets for duration of affordability covenant.	City staff	Maintenance of unit affordability through duration of affordability restriction.
Affordability Restrictions for Existing Rental Units: Monitor and provide required City oversight for continuing affordable rental of dedicated affordable units, including 40 Playa del Alameda units, 11 units at China Clipper Plaza, 2 Affordable Housing Unit/Fee units, 58 units at Alameda Point and 20 other HOME units.	City and Housing Authority staff	Maintenance of unit affordability through duration of affordability restriction.
Affordable Housing Unit/Fee: Mitigate housing impacts of non-residential development through designation of affordable housing units for 59 years or payment of in-lieu fee. Administer program, draft agreement with ARRA, review and adjust fee annually.	City staff and AHUF collected	Revenue collection for affordable housing; completion of AHUF Agreement for Alameda Point; annual review of fee and adjustment if needed.
Alameda County Lead Poisoning Prevention Program: Public education, lead risk assessments and financial/technical assistance to property owners to remediate lead and other hazards in homes.	Lead Hazard Control Grant; Private funds; City staff	General public education and risk assessment; remediation of lead hazards in 25 units; and program continuation according to Title X §1012 & 1013

¹ Priority Needs and Objectives are defined by the Alameda County HOME Consortium, of which the City of Alameda is a member. HUD regulations require the City to classify its programs according to the Consortium's shared Priority Needs and Objectives. More than one Priority Need or Objective may apply to any given proposed activity and description, however each activity is listed only once, under the single most relevant category.

² Many other programs that are not specifically focused on fair housing are also designed and implemented to affirmatively further fair housing. Shaded areas represent activities that will be undertaken using current or past CDBG and/or HOME resources

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS FY 2005 – FY 2009 ¹	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06 ACCOMPLISHMENTS FY 2005/06
Alameda Housing Authority: Manage 9 publicly assisted family and 3 senior housing complexes, 7 condominiums for seniors, and 6 land trust units. Continue renovating public housing.	Public Housing Capital Fund formula-based grants; Housing Authority staff	Ongoing management of 573 affordable housing units and 6 land trusts. Expenditure of approximately \$220,000 annually on continuing renovation and repair of public housing units.
Alameda Housing Website: Maintain City's housing websites, www.alamedahousing.com and www.alamedahsg.org . Update regularly to provide public current information on all housing programs and projects within City and links to resources.	City and Housing Authority staff	Up-to-date information for public on all housing programs and projects within Alameda.
Amnesty Program: Encourage property owners to correct health and safety code violations and legalize illegally developed units. Aids primarily low-income renters. Legalize up to 5 units.	Private funds; City staff	Legalization of units as appropriate.
CASA (Community Assisted Shared Appreciation) Second Mortgage Program: Monitor and provide required City oversight of loan portfolio.	City staff	Maintenance of loan terms throughout period of deferral and repayment.
Down Payment Assistance Program: Shared appreciation silent second mortgage for first-time homebuyers, deferred until sale or transfer or for 15 years; to be used for down payment and/or closing costs. Fund 15-20 loans.	CDBG; HOME; Affordable Housing Unit Fee Fund; BWIP In Lieu Fee; City Staff	Annually assist 3-4 first-time homebuyers from very low to moderate AMI within requirements of each funding source.
East Bay Housing Organizations: Present activities to provide education, advocacy and networking on affordable housing issues.	HOME; Nonprofit staff; Private donations	Affordable Housing Week activities and brochure to celebrate success stories in the County.
First Time Homebuyer Workshops: Orientations and workshops for prospective first-time homebuyers. Conduct 20 workshops.	CDBG; Affordable Housing Unit Fee Fund; Consultant staff	4 workshops per year, serving up to 150 participants per workshop.
Fair Housing: Affirmatively further fair housing, through specifically contracted fair housing services and through affirming fair housing goals in all housing projects. Continue implementation of voluntary compliance agreement to provide staff training on opportunities to choose housing throughout City.	City staff	Decrease non-white and income concentration patterns. Fair housing access in all City housing programs; enhanced capacity of contracted nonprofit to provide counseling, outreach, and investigation on fair housing laws.
Fair Housing Affirmative Marketing: Employ strategies for assisted units to provide range of housing opportunities for all at specific income levels.	Housing Authority staff, Private sector, Nonprofit staff, City staff.	Decreasing minority and income concentration patterns.

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS FY 2005 – FY 2009 ¹	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06 ACCOMPLISHMENTS FY 2005/06
Fair Housing Counseling Services: Fair housing outreach and education to property management community and tenants. Administered by Sentinel Fair Housing. Fair housing counseling to 120 tenants households, Fair Housing education to 50 landlords.	CDBG; FHLP; Non-profit staff; City staff	Information, referral, and/or mediation for up to 25 tenant households or landlords annually. Nonprofit and City participation in fair housing outreach and education events.
Housing Counseling Services: Provide landlord/tenant information and mediation. Administered by Sentinel Fair Housing. Counsel 1,800 households.	CDBG; Non-profit staff; City staff	Information, referral, and/or mediation for 390 tenant households or landlords annually.
Housing Rehabilitation Program: Provide below-market rate loans to rehab low- and moderate- income, owner-occupied single-family and duplex properties to eliminate overcrowding, correct code deficiencies, control / abate lead-based hazards and improve neighborhoods. Rehabilitation of up to 25 units.	CDBG; Private funds; City staff	Completion of 5 units and identification of other opportunities.
Housing Resource: Respond to inquiries and requests for support and information from program partners and public. Support Planning initiatives to implement Housing Element and EDSP goals.	City and Housing Authority staff	Internal and external customer service regarding housing.
Inclusionary Housing: Assist residential developers in exceeding state law (25% affordable housing in BWIP/MECIP/APIP); 15% affordable housing outside redevelopment areas.	City staff	Negotiation/Administration of requirements and agreements committing 25% of new housing constructed in redevelopment areas, and 15% in rest of City to be affordable to very low to moderate income homebuyers.
Landlord Training: Expand current presentations and outreach to property management community to encourage continued participation in affordable housing initiatives and programs. Conduct 16 educational events.	City and Housing Authority staff; Nonprofit staff; Private sector	Collaborative approach and increased landlord participation in affordable housing.
Minor Home Repair Program: Provide grants to low – and moderate-income homeowners for emergency repairs and to correct hazards. Complete 20 units.	CDBG Housing Rehab funds; Private funds; City staff	Completion of 4 units and identification of other opportunities.
Mortgage Credit Certificate (MCC) Program: Increase ability of low- and moderate-income renters to qualify for mortgages by subsidizing dollar-for-dollar tax credit up to 15% of interest payments. Credits for up to 16 households.	Federal tax credit; homeowners' and lenders' private funding; County Bond funds; City and County staff. General Fund	Assistance to approximately 4 Alameda households annually through first-come, first-served countywide program

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS FY 2005 – FY 2009 ¹	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06 ACCOMPLISHMENTS FY 2005/06
New Affordable Housing Development: <ul style="list-style-type: none"> 39 Rental Units – Service enriched housing for very low-income formerly homeless families 52 Rental Units – Affordable to very low, low - income families 10 Ownership townhouses – Affordable to moderate - income families 626 Buena Vista – Eight units of ownership housing Bayport Inclusionary Units - 48 homeownership units affordable to moderate income households 	HOME; Supportive Housing Program; Multi-Family Housing; Project-based Section 8 Vouchers; WECIP; BWIP; Tax Credits; Private funds; City and Housing Authority staff; Nonprofit staff	<ul style="list-style-type: none"> Completion of 39 rental units in 2007 adjacent to Catellus Bayport Development Completion of 52 rental units in 2005 adjacent to Catellus Bayport Development Completion of 10 ownership units in 2005 adjacent to Catellus Bayport Development Completion of 8 ownership units in 2008 Completion of 48 inclusionary units in 2008
Redevelopment Low- and Moderate-Income Housing Fund: Per California Redevelopment Law, 20% of tax increment funds from redevelopment areas are reserved for affordable housing purposes. Annual budget review with goal of 25% tax increment for housing set aside.	BWIP; WECIP; APIP; City staff	Continued subsidy for senior rental housing complex in redevelopment area. Funding of new construction and rehabilitation of affordable units as described throughout Summary. Annual reporting to State.
Rent Review Advisory Committee: Review and mediate complaints of substantial rent increases and advise City Council regarding rental conditions. Assist renters, especially lower-income, and rental property owners.	City staff	Successful resolution of 90% or more landlord-tenant rental increase disputes brought to Committee.
Rental Rehabilitation: Provide below-market rate loans to rehab rental properties with at least 51% low- and moderate-income in-place tenants to conserve affordable rental stock, ensure code compliance; facilitate amnesty program, control / abate lead-based hazards and improve neighborhoods.	CDBG; Private funds; Contractors; City staff	Completion of 10 units and identification of other opportunities.
Residential Rehab Predevelopment Assistance: Provide financial and technical assistance to facilitate developing and/or conserving housing stock for low- and moderate-income residents. Assistance to 5-10 projects.	CDBG; Private funds; Contractors; City staff	Predevelopment assistance to 1-2 residential rehabilitation projects.
Section 8 Housing Choice Voucher Program: Administer rental assistance program for extremely low- and very low-income households.	HUD Section 8 Housing Choice Voucher Funds; Private funds; Housing Authority staff	Ongoing administration of about 1,600 Housing Choice Vouchers; Achieve as close to fully-leased voucher status as funds will allow.
Security Deposit Assistance Program: Short-term, low-interest rate loans provided to Section 8 Voucher holders for a portion of security deposit move-in	CDBG for program administration; HOME; private funds; City and Housing	Provide move-in assistance to approximately 100 Section 8 Voucher holders.

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06
FY 2005 – FY 2009¹ provided to Section 8 Voucher holders for a portion of security deposit move-in costs.	HOME; private funds; City and Housing Authority staff	ACCOMPLISHMENTS FY 2005/06
Substantial Rehabilitation Program: Provide fee waivers, gap financing and technical assistance to owners to restore and/or develop new units in vacant or underutilized space within existing structures. Increases affordable housing for Section 8 Program. Creation of 5 to 10 new units.	CDBG; Section 8 rental assistance; Private funds; City Fee Waiver; Contractors; City staff	Completion of 1 to 2 units, and identification of other opportunities.
PRIORITY NEED: HOMELESSNESS		
Objectives: <ul style="list-style-type: none"> • Maintain, improve and expand as needed, the capacity of housing, shelter and services for homeless individuals and families including integrated healthcare, employment services and other services • Maintain and expand activities designed to prevent those currently housed from becoming homeless • Build on inter-jurisdictional cooperation to achieve housing and homeless needs 		
Alameda County Homeless Continuum of Care: Support implementation of countywide Plan and coordination of programs, standards of care, and MIS to collectively address homelessness. Continue to participate and support goals identified.	CDBG; Nonprofit, County, and City staff	Improved standards of care by Alameda service providers and greater quality and efficiency of services region-wide through full implementation of standards and coordination.
Alameda Point Collaborative (APC): Coordinate with APC regarding employment services. City assistance to APC for property management, social services, transportation, and other neighborhood amenities. Maintain on-going coordination.	City staff	Coordinated City support for APC property management and supportive service program delivery for 200 transitional and permanent housing units of formerly homeless individuals and households, supporting neighborhood revitalization and residents' transition to stable housing and improved economic self-sufficiency.
Alameda Point Collaborative (APC) Technical Assistance: Property management and leadership training for the staff and key residents of this supportive housing complex. Maintain assistance as needed.	CDBG; Consultants; Volunteers; Non-profit staff	Software and several training sessions.

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS		RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06
FY 2005 – FY 2009 ¹			ACCOMPLISHMENTS FY 2005/06
Homeless Prevention Services (ACCESS): Provide coordinated case management and direct services, including emergency rent, utility, food, and baby supply assistance to safeguard households through financial crises against risk of homelessness; serve recently homeless. Administered by the American Red Cross-Alameda Service Center. Safety net services for up to 5,000 households.		CDBG; Alameda Power & Telecom and other government; and private donations for housing retention assistance; Nonprofit staff; Volunteers; City staff	Safety net services for at least 1,000 households annually; maintenance of housing for 30-50 households at risk of homelessness
Midway Facility and Shelter: Maintain license agreement with Navy for use of site. Provide emergency shelter, food, housing and job placement assistance, domestic violence counseling, special children's programs, and case management for homeless women and children in CDBG-funded modular units. Administered by Building Futures with Women and Children. 200 persons to be sheltered.		CDBG; County; Alameda Homeless Network; Mayors' Committee on the Homeless; and other Alameda donations; Nonprofit staff; volunteers; City and Navy staff	Maintenance of site license; shelter provided for 200 homeless women and children; stabilization of residents with 60% of women exiting with stable housing or job.
PRIORITY NEED: SUPPORTIVE HOUSING Objective: Increase the availability of service-enriched housing for persons with special needs.			
Developmentally Disabled Adults: Provide supportive housing in HOME-funded group home. Maintain on-going oversight and technical assistance.		Non-profit and City staff	Ongoing technical assistance and administration of housing for 6 developmentally disabled adults.
PRIORITY NEED: NON-HOUSING COMMUNITY DEVELOPMENT Objectives: <ul style="list-style-type: none"> • Provide education, recreation, child care and other support services for low-and moderate-income families and individuals. • Provide employment and entrepreneurship opportunities for low-income individuals. • Preserve and improve public facilities and infrastructure in low- and moderate-income neighborhoods. • Revitalize blighted and underutilized buildings in redevelopment and neighborhood-serving commercial areas. • Enhance accessibility for individuals with physical disabilities. 			
Alameda Collaborative for Children, Youth, and Families: Coordinate planning and delivery of services to children, youth and families.		City, Alameda Unified School District, and County funds; Volunteers; City, Housing Authority, School District, and County staff	Implementation of annual work plan, identification and practice of innovative approaches, website for public information and referral.
ADA Bus Shelters: Acquisition and Installation of bus shelters allowing for disabled access.		CDBG and City Staff	Installation of 6 accessible shelters.

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS FY 2005 – FY 2009 ¹	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06 ACCOMPLISHMENTS FY 2005/06	
Alameda One-Stop Career Center: Preddevelopment and acquisition of a new modular unit to support continuing operation of a community-based center for career development, job placement, and training services for employers and job-seekers. College of Alameda is host.	CDBG; Workforce Investment Board and Peralta District funding for operations; College of Alameda, Housing Authority, City, and other partner in-kind staffing	Employment services for 1000 job seekers and 100 employers annually. Expand programs and improve community visibility and participation.	
Alameda Point Disposition and Development: Based on approved Conditional Acquisition Agreement (CAA), City-led effort is underway to negotiate and execute conveyance and clean-up agreement with Navy and complete technical studies that underpin land use plan and vet land use plan in community.	ARRA lease revenue bond proceeds; City and other agency staff	Complete conveyance and clean-up agreement with Navy and community endorsed land use plan. Master Developer will exercise option in June '05 to negotiate DDA.	
Alameda Theater: Rehabilitation of the historic theater located in downtown business district.	Bond financing; City staff	Complete DDA negotiations, 2005; receive C/C approval of agreement, 2005; complete acquisition of land, 2005; complete construction documents, 2005; begin rehabilitation, 2006.	
Associated Community Action Program Joint Powers Agency (ACAP): Allocate ACAP resources and communicate about community programs throughout the County. Maintain participation and coordination.	ACAP grants for funded programs; City and other public agency staff	Ongoing participation and coordination of resources.	
Blight Busters Revolving Loan Fund: Financial and technical assistance to public agencies and/or public/private partnerships to clear blighted property sites by demolishing and removing abandoned and deteriorated buildings and/or improvements. Clearance of up to 10 sites.	CDBG; City staff	Clearance of 1-2 sites.	
Child Care Vouchers: Provide limited-term childcare vouchers for children of low-income working parents. Administered by BANANAS, Inc. Provide approximately 100 vouchers.	CDBG; Nonprofit staff; Childcare providers; consumer contributions; City staff	Child care vouchers for 10 children of low-income poor parents.	
Commercial Preddevelopment Assistance: Preliminary assessment and design to determine highest and best use of blighted commercial and mixed-use buildings leading to slum/blight rehabilitation. Assessment and design of up to 5 projects.	CDBG; Private funds; City staff	Completion of up to 2 projects.	

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS FY 2005 – FY 2009 ¹	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06 ACCOMPLISHMENTS FY 2005/06	
Community Development Resources: Respond to customer inquiries regarding ongoing programs and current issues. Provide technical assistance to increase capacity of grassroots, nonprofit, and public organizations to plan and implement community and social services. Focus areas to be determined as needed.	City staff; Nonprofit staff; members of public	Internal and external customer service regarding community development issues and resource. Increased capacity of grassroots, nonprofit, and community partners to plan and implement community development.	
Community Economic Project: Coordinated effort to increase access to child care and earned-income tax credits, health-care and independent development accounts. Maintain coordination efforts.	City staff, non-profits, tax assistance volunteers (VITA)	75 households to receive EITC assistance.	
Demand-Response Transportation Technical Assistance: Assist community-based organizations to develop and implement public transit options to/from Alameda Point and other under-served low- and moderate-income neighborhoods. Continue ongoing technical assistance.	CDBG; Nonprofit and City staff	Facilitation of residents' workforce participation.	
Domestic Violence Task Force: Participate in community task force to assist implementation of community domestic violence intervention and prevention strategy that seeks increased resources and coordination to improve services. Convened by Building Futures with Women and Children. Continue participation.	Non-profit and City staff	Improved program delivery through coordination and identification of additional resources to improve services.	
Downtown Parking Structure: Construct downtown parking structure.	BEDI, Section 108 funds; City staff, Parking Meter Revenue Fund	Develop design-build standards and permits to start construction 10/05.	
Earned Income Tax Credit Outreach: Publicized eligibility and facilitated access to tax preparation assistance and possible refund for low-income families. Information and outreach to approximately 10,000 households.	Non-profit and City staff	Information and outreach to 2,000 households.	
Façade Improvements/Grants: Assist commercial property and business owners with improving storefronts with grants for part of the cost of eligible improvements. Completion of up to 50 projects.	Commercial Revitalization funds; private funds; Non-profit and City staff	Completion of up to 10 projects.	
Family Self-Sufficiency Program: Provide case management services for Housing Choice Voucher tenants to assist in setting and meeting employment-related goals, and establish savings accounts to transition from public assistance. Provide ongoing case management services.	Housing Authority staff	Sustained case management for existing program participants.	

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS FY 2005 – FY 2009 ¹	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06 ACCOMPLISHMENTS FY 2005/06	
Family Violence Prevention Services: Provide legal counseling, information and referrals for victims of domestic violence. Seek opportunities to have a family violence intervention advocate partner with APD. Administered by the Family Violence Law Center. Intervention services for up to 500 clients.	CDBG; Other funding; Nonprofit staff; Volunteers; City staff	Domestic violence intervention services for 100-150 clients annually, including legal services for 20; establishment of clinics in Alameda, hotline operations; effort to secure funding for a family violence crisis intervention worker in APD.	
First Source Hiring Program: Coordinate with APC to implement 15% hiring goal at Alameda Point. Maintain coordination effort.	Non-profit staff; City staff; One-Stop Career Center staff	Fifteen percent of jobs at Alameda Point available to APC and other low-income Alameda residents.	
Food Bank: Provide food to low-income households. Administered by Alameda Food Bank at two sites, including a CDBG-funded modular unit located on City property. Approximately 15,000 people will be provided food.	CDBG; Federal surplus food; private cash and in-kind donations; Nonprofit staff and volunteers; City staff	Emergency food to be provided to approximately 3,000 people.	
Four Bridges Social Rehabilitation Program: Provide independent living skills training, job readiness workshops, referrals and outreach to individuals with mental illness and/or emotional problems. Administered by Bay Area Community Services. Assistance to 175 clients.	CDBG; County and private contributions; Nonprofit staff; City staff	Day rehabilitation and institutionalization prevention services for 35 clients.	
Grants Writing: Seek additional program resources from competitive sources, for example for neighborhood improvements, lead remediation, transportation, employment services, children's programs, or other services.	City staff	Expansion of resources for housing and community development programs.	
Hate and Intolerance Response Team: Forum for community leaders and public officials to present a united response to reports of hate-motivated incidents and inter-group conflicts. Continue coordination and response as needed.	City departments, School District, and volunteers from faith- and community-based organizations.	Response to bias-motivated incidents as needed to support a Hate-Free Alameda.	
Improved Retail Mix: Work with property owners and commercial real estate brokers to facilitate and support the redevelopment or reuse of commercial space for new retail tenants that improve the retail mix of the Park and Webster Street business districts, and the South Shore Shopping Center. Targeted improvements include: New multi-plex cinema, rehabilitation of historic theatre and new retail space, redevelopment of Bridgeside Shopping Center and Southshore Shopping center.	BWIP funding; City staff	Acquisition of surface parking lot for development of mixed use retail / parking project. Negotiate lease to fill vacant retail space on Park St. adjacent to Peet's Coffee & Tea.	
LAMBRA Coordination Team: Employers in Alameda Point may benefit from a variety of tax incentives through the Local Area Military Base Reuse Act (LAMBRA) in exchange for employing low-income, displaced, or other hard-to-	City staff; One-Stop Career Center partners.	Information and outreach to Alameda Point businesses regarding available tax and other business investment incentives.	

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06	
		ACCOMPLISHMENTS FY 2005/06	
FY 2005 – FY 2009¹ (LAMBRA) in exchange for employing low-income, displaced, or other hard-to-place individuals. Continue participation.			
Mastick Senior Center Fire Sprinklers: Install fire safety system in community center serving senior citizens.	CDBG; City staff	Complete installation of system.	
Nonprofit/Public Facility Revolving Loan Fund: Provide financial and technical assistance to nonprofit organizations and public agencies providing CDBG-eligible services to acquire, install and/or improve facilities, including disabled access retrofit. Assistance for up to 5 projects.	CDBG; Nonprofit, other public and private funds; Nonprofit and City staff	Rehabilitation of 1-2 facilities.	
Park Street Business Association (PSBA): Provide funding and staff liaison to assist non-profit organization with business association and redevelopment activities. Maintain ongoing coordination.	BWIP; City staff; Nonprofit staff	Continued liaison effort with PSBA to promote a positive working relationship.	
Park Street Streetscape: Public improvements in the downtown business district. Completion of streetscape.	BWIP; Metropolitan Transportation Commission grant; Merger Bond Issuance; Contractors; City staff	Phase I of the streetscape implemented by Nov. 2005.	
RAP Program Scholarships: Subsidies for youth to participate in RAP after-school program. Provide subsidy for up to 60 youth.	CDBG; City staff	Participation of 10-12 low income youth, otherwise unable to attend after-school care program.	
Small Business Assistance Program: Provide microenterprise grants or loans, accompanied by technical assistance, for small business owners and microentrepreneurs. Co-sponsor workshops for start-ups and existing businesses with the Alameda Adult School and Chamber of Commerce. Provide assistance for up to 25 businesses.	CDBG; Assets for Independence (AFI) Individual Development Account (IDA) grant; IDA and other private funds; local entrepreneurs; Nonprofit and City staff	2-3 small business development training courses; ongoing technical assistance to help launch 2-5 businesses; integration with other employment programs.	
Social Services Human Relations Board (SSHRB): Provide staff support for Charter board charged with advising City Council on social services and human relations needs and to SSHRB-initiated work groups (Assessment & Awareness Workgroup, Family Services Workgroup, Sister City Workgroup) to ultimately be spun off into independent projects. Maintain ongoing support.	General Fund; volunteer SSHRB Members and other workgroup members; City staff.	SSHRB annual review of social service needs and CDBG public service recommendations; Implementation of Work Group's annual work plans; staff support for 11 or more meetings and business of the SSHRB and of bimonthly or monthly meetings of the Work Groups.	
Webster Street District Strategic Plan: Community outreach forums seeking community input regarding future development on Webster	WECIP; City Staff; Non-Profit staff	Community review and approval of final strategy plan report.	

Summary of Housing and Community Development Activities

PROPOSED ACTIVITIES & DESCRIPTIONS	RESOURCES AVAILABLE	TARGETED OUTCOMES FY 2005/06
		ACCOMPLISHMENTS FY 2005/06
FY 2005 – FY 2009¹ seeking community input regarding future development on Webster Street. Sponsored by Alameda business' and the Alameda Economic Development Commission. Develop plan based on community input.		
Webster Street Renaissance: Implement EDSP strategy for improvement of Webster Street Streetscape. Continue coordination and planning for future phase development.	WECP; Metropolitan Transportation Commission grant; BWIP; Merger bond Issuance; Measure B trans funds; contractors; City staff	Completed renovation of five blocks of Webster Street (Central to Pacific) by August 2005.
West Alameda Business Association Assistance: Provide funding and staff liaison to assist non-profit organization with business association and redevelopment activities. Continue coordination.	BWIP; City staff; nonprofit staff	Continued liaison effort with WABA to promote a positive working relationship.
West Alameda Teen Club and Esperanza Afterschool Program: Academic tutoring, home visits, and leadership development for Housing Authority residents and at-risk youth with limited recreation opportunities in the west end of Alameda and surrounding neighborhoods. Services to approximately 500-600 youth.	CDBG; Housing Authority funds; Nonprofit staff and Volunteers; City staff	Services for 150 youths, including field trips, computer training, dance, exercise classes, and other sport and recreation alternatives.
West Alameda Neighborhood Improvement Strategy: Strengthen community capacity to revitalize West End: Design and construction of public improvements in low-income neighborhood.	San Francisco Foundation grant for 2002-2006; CDBG Technical Assistance and Neighborhood Improvements; Koshland grantees and other community volunteers; Koshland program and City staff. Koshland Initiative: support San Francisco Foundation program to foster community leadership	City support to complement Koshland initiative; enhanced capacity of neighborhood leaders and groups to revitalize this neighborhood and formation of a community-based development organization. Completion of Phase I public improvements.
Woodstock Park Phase 2 Design: Planning and design of improvements to neighborhood park.	CDBG; City Staff	Completion of planning and design of park.
Woodchip After-School Program: Extended day academics, arts, and recreation program for low-performing and at-risk students. Services to approximately 600 youth.	CDBG; City and AUSD staff	Participation of 160 students in extended day academic, art and recreation program.

Draft Action Plan Summary

The activities below are funded specifically with FY 2005/06 and reallocated FY 2004/05 CDBG Funds

Activity & Description Implementing Agency	LOCATION/ ELIGIBILITY	OUT- COMES*	CDBG FUNDING
PUBLIC FACILITIES AND IMPROVEMENTS			
<u>ADA Bus Shelters</u> Acquisition and installation of bus shelters allowing disabled access. City Public Works & Development Services Department	Community-wide 570.201(c) 570.208(a)(2)	6 bus shelters	\$50,000
<u>Non-Profit /Public Facility Revolving Loan Fund</u> Financial and technical assistance to non-profit organizations and public agencies providing CDBG-eligible activities to acquire, install and/or improve facilities, including disabled access retrofit City Development Services Department	Community-wide 570.201(c) or 570.202 570.208(a)(2)	1-2 facilities	\$8,000
<u>West Alameda Neighborhood Improvements</u> Install and/or construct public improvements for area bounded by Webster / Lincoln / Main / Appezzato City Development Services Department	Census Tract 4276 570.201(c) 570.208(a)(1)	1 project	\$96,968
<u>Woodstock Park Phase II Design</u> Planning and design of improvements to neighborhood park. City Public Works and DSD	351 Cypress St. 570.201(c) 570.208(a)(2)	1 park	\$30,000
<u>Public Facilities and Improvements Program Delivery*</u>			\$243,456
PUBLIC SERVICES			
<u>Alameda Continuum of Community Emergency and Social Services (A.C.C.E.S.S)</u> Case management, referrals, and direct services for individuals and families at risk of homelessness Alameda Red Cross	451 Stardust Place 570.201(e) 570.208(a)(2)	1,000 households	\$64,896
<u>Child Care Vouchers</u> Limited-term vouchers for children of working parents BANANAS, Inc.	Community-wide 570.201(e) 570.208(a)(2)	10 children	\$25,000
<u>Family Violence Prevention Services</u> Enhanced prevention and information, referrals, legal counseling for victims of family violence Family Violence Law Center	Community-wide 570.201(e) 570.208(a)(2)	125 individuals	\$14,376
<u>Food Bank Rent, Insurance and Utilities</u> Rent, insurance and utility costs for facilities that house emergency food programs. Alameda Food Bank	1900 Thau Way & AP Bldg 92 570.201(e) 570.208(a)(2)	1,200 households	\$18,962
<u>Four Bridges</u> Support group for mentally and emotionally disabled adults Bay Area Community Services	1912 Central Ave. 570.201(e) 570.208(a)(2)	55 individuals	\$24,695

* Projected annual outcomes also reflect prior years' CDBG funding for some activities.

** Program Delivery also supports activities funded with prior years' CDBG funds.

Activity & Description Implementing Agency	LOCATION/ ELIGIBILITY	OUT- COMES*	CDBG FUNDING
<u>Housing Counseling</u> Tenant/Landlord counseling, mediation, information and referral Sentinel Fair Housing	Community-wide 570.201(e) 570.208(a)(2)	390 households	\$13,867
<u>Midway Shelter</u> Service-enriched, 24-hour emergency homeless shelter for women and children Building Futures with Women and Children	Confidential location 570.201(e) 570.208(a)(2)	8,200 bed nights	\$41,600
<u>RAP Program Scholarships</u> Subsidies for youth to participate in RAP after-school program City Recreation & Parks Department	Community-wide 570.201(e) 570.208(a)(2)	10 youth	\$1,500
<u>West Alameda Teen Club</u> Youth recreation and leadership development Alameda Boys & Girls Club	401 Pacific Ave. Third & Brush 570.201(e) 570.208(a)(2)	100 youth	\$21,085
<u>Woodchip After-School Program</u> Extended-day academic, arts and recreation program for low-performing and at-risk students Alameda Unified School District	Woodstock & Chipman Schools 570.201(e) 570.208(a)(2)	160 youth	\$14,376
<u>Public Service Program Delivery</u>			\$14,360
SMALL BUSINESS ASSISTANCE			
<u>Microenterprise Assistance</u> Financial assistance for low-income entrepreneurs City Development Services Department	Community-wide 570.201(o) 570.208(a)(2)	1-3 businesses	\$6,000
<u>Small Business Assistance Program Delivery*</u>			\$15,030
REHABILITATION			
<u>Housing Rehabilitation</u> Financial and technical assistance for rehabilitation of owner-occupied units City Development Services Department	Community-wide	5 units	\$24,332
<u>Substantial Rehabilitation</u> Financial and technical assistance to restore and/or create affordable rental units in existing vacant or underutilized structures City Development Services Department	Community-wide 570.202 570.208(a)(3)	2-4 units	\$229,596
<u>Rehabilitation Program Delivery</u>			\$255,006
PROGRAM ADMINISTRATION			
<u>Fair Housing Services</u> Fair housing education; housing discrimination counseling and testing Sentinel Fair Housing	Community-wide 570.206	25 households, 25 landlords	\$12,500
<u>Homeless Continuum of Care</u> Implementaion of Homeless Management Information System and development of funding resources for Alameda and other County homeless providers Alameda County Homeless Continuum of Care	Community-wide 570.206	Enhanced Federal/State homeless resources	\$10,000
<u>General Administration</u>	570.206		\$318,292
<u>Contingencies</u>			\$150,063
TOTAL FY 2005/06 CDBG FUNDS			\$1,703,960

* Projected annual outcomes also reflect prior years' CDBG funding for some activities.

** Program Delivery also supports activities funded with prior years' CDBG funds.

CDBG FY 2004/05

Attachment C

Action Plan Summary

Adopted April 20, 2004, Amendment #1 - July 6, 2004¹

Amendment #2 – April 19, 2005

On April 19, 2005, City Council will also consider proposed Amendment #2 to the FY 2004/05 CDBG Action Plan to allocate funds to a variety of housing and community development projects. The proposed Amendment #2 allocates FY 2004/05 Program Income funds and reallocates Entitlement funds from completed projects to the following activities.

Activity & Description Implementing Agency	LOCATION/ ELIGIBILITY	OUT-COMES*	CDBG FUNDING
CLEARANCE			
<u>Blight Busters</u> Financial and technical assistance to public agencies and/or public/private partnerships to clear blighted property sites in Redevelopment Areas City Development Services Department	APIP / BWIP / WECIP 570.201(d) 570.208(b)	1 – 2 sites	\$44,012
PUBLIC FACILITIES AND IMPROVEMENTS			
<u>Non-Profit /Public Facility Revolving Loan Fund</u> Financial and technical assistance to non-profit organizations and public agencies providing CDBG-eligible activities to acquire, install and/or improve facilities, including disabled access retrofit City Development Services Department	Community-wide 570.201(c) or 570.202 570.208(a)(2)	1-2 facilities	\$8,137
<u>West End Neighborhood Improvements</u> Install and/or construct public improvements for area bounded by Webster / Lincoln / Main / Appezzato City Development Services Department	Census Tract 4276 570.201(c) 570.208(a)(1)	1 project	\$94,472
<u>Public Facilities and Improvements Program Delivery**</u>	570.201(c) 570.208(a)(2)		\$190,667
<u>Mastick Fire Safety Program</u> Replace fire safety system in community center serving senior citizens.	570.201(c) 570.208(a)(2)	1 facility	\$25,187
<u>Woodstock Park Phase 2 Design</u> Planning and design of improvements to neighborhood park. City Public Works & Development Services Department	351 Cypress St 570.201(c) 570.208(a)(2).	1 park	\$20,000
PUBLIC SERVICES			
<u>Alameda Continuum of Community Emergency and Social Services (A.C.C.E.S.S)</u> Case management, referrals, and direct services including limited-term housing assistance for individuals and families at risk of homelessness Alameda Red Cross	451 Stardust Place 570.201(e) 570.208(a)(2)	1,000 households	\$67,713
<u>Alameda Kids Coach Partnership</u> for networked shuttle to transport children to/from child care, childhood development and after-school programs and facilitate parents' workforce participation City Development Services Department	Community-wide 570.201(e) 570.208(a)(2)	40 households	\$2,500 \$54

¹ To add Economic Development Activity funded by Section 108 Loan and BEDI Grant. Council authorized application on 7/6/04 and HUD approved both in Fall 2004.

* Projected annual outcomes also reflect prior years' CDBG funding for some activities.

** Program Delivery also supports activities funded with prior years' CDBG funds.

Activity & Description Implementing Agency	LOCATION/ ELIGIBILITY	OUT-COMES*	CDBG FUNDING
<u>Child Care Vouchers</u> Limited-term vouchers for children of working parents BANANAS, Inc.	Community-wide 570.201(e) 570.208(a)(2)	23 children	\$50,000 \$52,446
<u>Family Violence Prevention Services</u> Enhanced prevention and information, referrals, legal counseling for victims of family violence Family Violence Law Center	Community-wide 570.201(e) 570.208(a)(2)	125 individuals	\$15,000
<u>Food Bank Rent, Insurance and Utilities</u> Rent, insurance and utility costs for facilities that house emergency food programs. Alameda Food Bank	1900 Thau Way & AP Bldg 92 570.201(e) 570.208(a)(2)	1,200 households	\$19,785
<u>Four Bridges</u> Support group for mentally and emotionally disabled adults Bay Area Community Services	1912 Central Ave. 570.201(e) 570.208(a)(2)	55 individuals	\$25,767
<u>Housing Counseling</u> Tenant/Landlord counseling, mediation, information and referral Sentinel Fair Housing	Community-wide 570.201(e) 570.208(a)(2)	390 households	\$14,469
<u>Midway Shelter</u> Service-enriched, 24-hour emergency homeless shelter for women and children Building Futures with Women and Children	Confidential location 570.201(e) 570.208(a)(2)	8,200 bed nights	\$43,406
<u>RAP Program Scholarships</u> Subsidies for youth to participate in RAP after-school program City Recreation & Parks Department	Community-wide 570.201(e) 570.208(a)(2)	10-12 youths	\$6,000
<u>Senior Services</u> Expansion of information and referrals and service coordination through Mastick Senior Center City Recreation & Parks Department	1155 Santa Clara 570.201(e) 570.208(a)(2)	200 individuals	\$7,500
<u>West Alameda Teen Club/Esperanza Afterschool Program</u> Youth recreation and leadership development Alameda Boys & Girls Club	401 Pacific Ave. Third & Brush 570.201(e) 570.208(a)(2)	100 youths	\$22,000
<u>Woodchip After-School Program</u> Extended day academic, arts and recreation program for low-performing and at-risk students Alameda Unified School District	Woodstock & Chipman Schools 570.201(e) 570.208(a)(2)	160 youths	\$15,000
<u>Public Service Program Delivery**</u>	570.201(e) 570.208(a)(2)		\$15,000
REHABILITATION			
<u>Rental Rehabilitation</u> Financial and technical assistance for rehabilitation of renter-occupied units City Development Services Department	Community-wide 570.202 570.208(a)(3)	10 units	\$5,000
<u>Substantial Rehabilitation</u> Financial and technical assistance to restore and/or create affordable rental units in existing vacant or underutilized structures City Development Services Department	Community-wide 570.202 570.208(a)(3)	2-4 units	\$238,833
<u>Housing Rehab</u> Financial and technical assistance for rehabilitation of owner-occupied units City Development Services Department	Community-wide 570.202 570.208(a)(3)	5 units	\$10,473

* Projected annual outcomes also reflect prior years' CDBG funding for some activities.

** Program Delivery also supports activities funded with prior years' CDBG funds.

<u>Activity & Description</u> Implementing Agency	LOCATION/ ELIGIBILITY	OUT-COMES*	CDBG FUNDING
<u>Residential Rehabilitation Program Delivery**</u> City Development Services Department	Community-wide 570.202 570.208(a)(1)		\$271,680 \$329,418
HOMEOWNERSHIP ASSISTANCE			
<u>Down Payment Assistance Program</u> Shared appreciation second mortgage for first-time homebuyers, deferred until sale or transfer or for 15 years. City Development Services Department	Community-wide 570.201(k) 570.208(a)(3)	1 household	\$15,000
SUPPORT OF HOME-FUNDED ACTIVITIES			
<u>Down Payment Assistance Program Management</u> Housing counseling and loan processing for HOME-funded homeownership assistance activities City Development Services Department	Community-wide 570.201(k) 570.208(a)(3)	10 households	\$10,000
<u>Security Deposit Assistance Program Management</u> Housing counseling and loan processing for HOME-funded tenant-based rental assistance activities Alameda Housing Authority	Community – wide 570.201(k) 570.208(a)(3)	75 households	\$10,000
ECONOMIC DEVELOPMENT			
<u>Downtown Parking Structure & Revitalization</u> Use of Section 108 Loan and Brownfield Economic Development Initiative (BEDI) grant funds to finance the development and construction of a parking structure and/or commercial space to facilitate the rehabilitation of the Alameda Theater City Development Services Department	Central / Oak / Santa Clara / Park 570.703 / 570.203 570.208(a)(4)	335 jobs	Section 108 \$7,000,000 BEDI \$800,000
SMALL BUSINESS ASSISTANCE			
<u>Small Business Revolving Loan Fund</u> Financial assistance for low-income entrepreneurs City Development Services Department	Community-wide 570.201(o) 570.208(a)(2)	1-3 businesses	\$3,877
<u>Small Business Program Delivery**</u>	570.201(o) 570.208(a)(2)		\$28,662

* Projected annual outcomes also reflect prior years' CDBG funding for some activities.

** Program Delivery also supports activities funded with prior years' CDBG funds.

Activity & Description Implementing Agency	LOCATION/ ELIGIBILITY	OUT-COMES*	CDBG FUNDING
TECHNICAL ASSISTANCE			
<u>Demand-Response Transportation</u> Assist community-based organizations to develop and implement public transit options to/from west Alameda, including Alameda Point City Development Services Department	Community-wide 570.201(p) 570.208(a)(2)	Resident workforce participation	\$10,000
<u>West End Family Resources Coordination</u> Build community organizations' capacity to coordinate existing CDBG-eligible services and conduct outreach to enhance delivery of youth and family services. City Development Services Department	Census Tracts 4274/4275/4276 570.201(p) 570.208(a)(1)	Enhanced service delivery	\$20,000
<u>West End Neighborhood Capacity Building</u> Technical assistance to build residents' and community organizations' capacity to provide CDBG-eligible neighborhood revitalization activities, possibly leading to community-based development organization. City of Development Services Department	Census Tract 4276 570.201(p) 570.208(a)(1)	Neighbor-hood revitalization	\$25,000
<u>Alameda Point Collaborative</u> Technical assistance to increase the financial management capacity of non-profit staff to provide supportive housing services to formerly homeless clients City Development Services Department	677 West Ranger 570.201(p) 570.208(a)(1)	Enhanced service delivery	\$40,000
<u>Technical Assistance Program Delivery**</u>	570.201(p) 570.208(a)(1)		\$21,883
PLANNING AND ADMINISTRATION			
<u>Continuum of Care Coordinator</u> to develop funding resources for homeless providers on behalf of City of Alameda and other participating jurisdictions Alameda County Housing and Community Development	Community-wide 570.206	Enhanced Federal/State homeless resources	\$3,077
<u>Fair Housing Services</u> Participate in proactive landlord outreach and education and housing discrimination testing and counseling Sentinel Fair Housing	Community-wide 570.206	25 households, 25 landlords	\$12,500
<u>General Administration</u>	570.206		\$334,026
<u>Contingencies</u>			\$141,063
FUNDS FOR COST OVERRUNS			
<u>Funds for Cost Overruns</u>			\$156,100

* Projected annual outcomes also reflect prior years' CDBG funding for some activities.

** Program Delivery also supports activities funded with prior years' CDBG funds.

ATTACHMENT D

Project Name / Organization	FY 04-05 Funds	Requested FY 2005-06	Recomm'd Funds for FY 2005-06	Proposed Outcomes (Numbers may change depending on approved funding.)	Focus Areas
REQUESTS FOR PUBLIC SERVICE FUNDING					
Alameda Continuum of Community, Emergency, & Social Services (ACCESS) / American Red Cross - Alameda Service Center	\$67,713	\$66,000	\$64,896	Homelessness prevention, self-sufficiency, and empowerment programs for over a thousand very-low and moderate-income Alamedans.	1
Childcare Vouchers / BANANAS	\$50,000	\$64,500	\$25,000	Childcare subsidies program providing \$200/month for a minimum of 28 children of low-income working parents for up to 9 months each.	3
Family Violence Prevention Services / Family Violence Law Center	\$15,000	\$30,000	\$14,376	Emergency hotline, information and referrals for 250 Alamedans. Legal counseling and/or court accompaniment for temporary restraining orders for 35 Alamedans.	1
Food Bank / Alameda Food Bank	\$19,785	\$107,890	\$18,962	Emergency food program. 2000 to be served.	1,4
Four Bridges Creative Living Center Program / Bay Area Community Services	\$25,767	\$28,000	\$24,695	Day rehabilitation program to serve 60 individuals with mental/emotional illness, providing socialization, pre-vocational training, and skills-building.	3
Housing Counseling/Sentinel Fair Housing (See also Fair Housing, Page 2)	\$14,469	\$17,358	\$13,867	Educate, investigate, and counsel victims of housing discrimination and provide unbiased advice to property owners and tenants. 500 households to be served.	2
Midway Shelter / Building Futures with Women and Children	\$43,406	\$45,000	\$41,600	Provide emergency food and shelter to women and children. Offer support services to help women achieve self-sufficiency. Serve 225 women and children.	1
RAP Recreation Program Scholarships / Recreation and Parks Department	\$6,000	\$10,000	\$1,500	Scholarships for participants in various Recreation and Parks Department Youth Programs.	3
West Alameda Teen Club / Alameda Boys & Girls Club	\$22,000	\$25,184	\$21,085	Afterschool recreational and educational activities for 200 teenage youth.	3
Woodchip After School Program / Alameda Unified School District	\$15,000	\$19,693	\$14,376	Academic enrichment and recreation after-school program for lowest-performing 25% of students.	3
Program Delivery / Development Services Department	\$15,000	\$15,000	\$14,360		N/A
TOTAL PUBLIC SERVICES			\$254,717		

Project Name / Organization	FY 04-05 Funds	Requested FY 2005-06	Recomm'd Funds for FY 2005-06	Proposed Outcomes (Numbers may change depending on approved funding.)	Focus Areas
NON-PUBLIC SERVICES FUNDING					
Alameda Co. Continuum of Care for the Homeless Council/Alameda Co. Housing & Community Development	\$3,077	\$10,000	\$10,000	Continued support of Homeless Continuum of Care Council's Resource Development Team and match for homeless information management system grant. Planning/Admin Cost.	4
Alameda Point Collaborative Financial Systems Upgrade	\$0	\$55,000	\$40,000	Upgrade financial and accounting software and systems. Train staff on new systems. Technical Assistance.	4
Fair Housing/Sentinel Fair Housing	\$12,500	\$15,005	\$12,500	Fair Housing education for landlords and tenants. Planning/Admin cost.	2
TOTAL NON-PUBLIC SVC			\$62,500		

NOT RECOMMENDED FOR FUNDING					
ARPD Teen Volunteers	\$0	\$5,000	\$0	Supplies for ARPD teen volunteer program. New program. Limited beneficiaries and similar to Youth Collaborative's After-School Youth Corps program.	3
Micro POWER/Associated Community Action Program	\$0	\$20,000	\$0	Microenterprise incubation program for 25-50 small businesses. New program. Poor quality application, possible overlap with City's Small Business Assistance Program.	3
Sexual Assault Crisis Intervention/Bay Area Women Against Rape	\$0	\$24,368	\$0	Support and advocate on behalf of sexual assault survivors. New program. Not specifically tailored to the needs of Alamedans.	1
Housing Search Counseling/Center for Independent Living	\$0	\$24,730	\$0	Provide information on available housing to Alameda residents with disabilities. New program. Similar services available through Red Cross case management and Sentinel's fair housing/housing counseling services.	2
Youth Court/Donald P. McCullum Youth Court	\$0	\$25,000	\$0	Special workshops on jury system followed by practicum at Youth Court. New program. Chipman Middle School students served by existing programs (WoodChip after-school program and West Alameda Teen Club.) Collaboration between MYC and these two programs will be encouraged.	3
TOTAL REQUESTED FUNDS			\$607,728		

Project Name / Organization	FY 04-05 Funds	Requested FY 2005-06	Recomm'd Funds for FY 2005-06	Proposed Outcomes (Numbers may change depending on approved funding.)	Focus Areas
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Focus Areas:

1. Strengthening Alameda's safety net for families and individuals who are in crisis or vulnerable, through programs such as needed food, shelter, health care and personal safety services;
2. Improving Access to Affordable Housing in Alameda through programs such as fair housing and landlord/tenant education, homeless prevention and short-term rental and utilities assistance;
3. Empowering Alamedans to achieve economic and social self-sufficiency and stability through programs for full-day and after-school childcare, financial literacy, job training, transportation and youth development;
4. Supporting capacity-building for Alameda's service providers to maximize resources and coordinate service delivery management system to avoid duplication and provide information for fundraising, case management, partnership building with the local business community, training and technical assistance.

CITY OF ALAMEDA

MEMORANDUM

To: The Honorable Mayor
and Members of the City Council

From: Stewart Chen
Vice President, Social Service Human Relations Board

Date: April 11, 2005

Re: Recommended FY 2005-06 CDBG Public Service Allocations

Background

At the City Council's request, each year the Social Service Human Relations Board (SSHRB) reviews and comments on the Development Service Department's recommendations for Community Development Block Grant (CDBG) public services funding. At its December and January meetings, the SSHRB considered priority need areas for public service funding and recommended certain focus areas, including strengthening the social service safety net, improving access to affordable housing, empowering economic and social self-sufficiency and supporting capacity of service providers.

Discussion/Analysis

At its March meeting, the SSHRB reviewed staff's published funding recommendations and basic information about each proposal. The SSHRB also heard public comments from representatives of three organizations that had submitted proposals. Based on the presentations and discussion at these meetings, the SSHRB unanimously supports the recommendations. We believe that the recommendations reflect the focus areas the Board identified, and that they reflect a balanced approach in a year with \$50,000 less funding than in years passed.

Staff explained that relatively large cuts to the Child Care Voucher program and the Recreation and Parks Department's scholarship program would affect a limited number of families, while minimizing impacts on programs that serve large numbers of residents throughout the year. While we wish more money were available for public services overall, we believe that the rationale for reducing these services is a sound one.

Given the reduction of funds and staff's determination that most of the new proposals would duplicate existing services, we also concur with the recommendation to fund no new programs this year. However, throughout the CDBG process, we noted an increased demand for safety net services. The Board suggests that agencies providing these services be restored to their current funding levels first if additional public service resources become available in the future.

Recommendation

The SSHRB unanimously recommends that City Council approve the CDBG public services funding recommendations as published. The SSHRB further recommends that should additional public services funding become available, the funds should be restored to the following four agencies, all of whom have a focus on safety net services: the Alameda Red Cross, Family Violence Law Center, the Alameda Food Bank, and Building Futures for Women and Children (Midway Shelter).

Respectfully submitted,



Stewart Chen
Vice-President, Social Service Human Relations Board

SC/CB:mjk

cc: Social Service Human Relations Board

Dedicated to Excellence, Committed to Service

CITY OF ALAMEDA ORDINANCE NO. _____
New Series

APPROVING AND AUTHORIZING EXECUTION OF LEASE
BETWEEN THE CITY OF ALAMEDA (LESSOR) AND
THE COUNTY OF ALAMEDA (LESSEE)
FOR REAL PROPERTY LOCATED AT 1429 OAK STREET

WHEREAS, the City of Alameda owns certain real property located at 1429 Oak Street in Alameda, California (herein "real property"); and

WHEREAS, the real property has been utilized by the City as the Children's Library in the past but is no longer occupied as such; and

WHEREAS, the County of Alameda leases the property located at 2226 Santa Clara Avenue from the City in order to operate its Behavioral Health Services programs which benefit the community; the current County lease will expire on April 18, 2005; and

WHEREAS, both the City and the County of Alameda desire that the County's Behavioral Health Services program continues operating in the Alameda downtown area; and

WHEREAS, the City and the County of Alameda desire to relocate the County's Behavioral Health Services program to the real property located at 1429 Oak Street; and

WHEREAS, it is in the public interest that said premises be so leased; and

WHEREAS, pursuant to City Charter section 3-10, no real property of the City shall be leased for a period in excess of one year or sold, except upon the affirmative vote of four members of the Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALAMEDA, by four affirmative votes, that:

Section 1. The City Council hereby approves execution of the Lease between the City of Alameda as Lessor and the County of Alameda as Lessee.

Section 2. That the form of Lease referred to in the above, and the terms, conditions and covenants contained therein are hereby approved.

Section 3. That the Acting City Manager of the City of Alameda be, and is hereby authorized to execute, for an on behalf of the City of Alameda, the Lease substantially in the form and containing the terms and conditions and covenants as set out in the Lease on file in the Office of the City Clerk.

Section 4. This ordinance shall be in full force and effect from and after expiration of thirty (30) days from the date of its final passage.

Presiding Officer of the Council

Attest:

Lara Weisiger, City Clerk
City of Alameda

* * * * *

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the ____ day of _____, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____, 2005.

Lara Weisiger, City Clerk
City of Alameda

From: <tdaysog@aol.com>
To: <darcy.hong@delmonte.com>, <hojx@sutterhealth.org>, <ldfrmcc@alamedanet.net>, <susan@gottagogolf.com>, <ktgardner@comcast.com>, <cathy_getman@aesbroker.com>, <bill.mcconnell@sfdph.org>, <nataliegsullivan@yahoo.com>, <margaret_rosen@sbcglobal.com>, <dmarshall@kbhktv.com>, <bcr@hassard.com>, <dfritz@hlmx.com>, <filoli_1@hotmail.com>, <john.oriala-bukowski@schwab.com>, <dennispsmith@yahoo.com>, <moda02@hotmail.com>, <mike@flyzephyr.com>, <TKrysiak@sharperimage.com>, <shennigh@thelenreid.com>
Date: 4/11/2005 1:11:16 PM
Subject: Harbor Bay Ferry

To everyone,

Thank you very much for your concern regarding the status of the Harbor Bay ferry system. I've received numerous emails on the matter, and spoke at length with one of the commuters, Mr. Hennigh. First and foremost, the Harbor Bay ferry system is an important part of our overall modes of transportation on and off the island during morning and evening peak commute hours. If you're not taking the ferry to San Francisco, in all likelihood, that means many of you will be driving up and down the already congested Fernside Avenue to get off and on the island. So, it's important to do what can to maintain services.

I think the first thing we need to do is gather all information about the situation with the Harbor Bay ferry system. There's been a number of newspaper articles focusing on the cost-related problems faced by the HB ferry. I will make sure to work with staff to have a report prepared (if one isn't already) that further discusses the situation, and, especially, what options we have in the immediate term (not long-term). Let's also look at what options we have vis-a-vis the MTC, which, as I understand the situation, has performance expectations regarding the amount of subsidy relative to the amount of fares collected.

Second, we also need to understand what long-term plans are in place or in the process of being drafted with respect to the Harbor Bay ferry system. There's talk about ferry consolidation, for example. To some, the phrase "consolidation" may elicit visions of Bay Farm, Harbor Bay and East End residents driving down to the West End ferry terminal, which doesn't make sense. However, as I understand the long-term plan, Alameda might continue to have a ferry that starts at Harbor Bay, travels to the southern portion of Alameda Point (i.e. around where the USS Hornet is), and continues on the San Francisco. Two matters might be driving this kind of consolidation, I believe. One, the Port of Oakland has given notice that it is considering reducing its contribution to the Oakland-Alameda Ferry (i.e. Blue and Gold). If this occurred, then Alameda would be the primary funder of that ferry and, if so, doesn't it make sense for us to position the Blue-and-Gold in a way that is most convenient to local residents. By "convenient" I mean this: the B and G ferry would get to SF faster right now but for rules regarding speed in the estuary. So, if the B and G ferry was on the southside, it should get to SF faster. And, if the B and G ferry "was" on the southern portion of Alameda Point, consolidating it with the Harbor Bay ferry ****might**** make sense.

So, here's my plan of action: I am sending this email to you and the interim City Manager and the City Clerk. I would like to place this

item on the Council Communication portion of the next Council meeting. That portion of the agenda occurs last, and it is a "non-action" item. People do NOT have to attend the Council meeting, becuz my intent is not necessarily for the Council to discuss the item per se, but to officially encourage the interim City Manager to hold a Town Hall meeting as soon as possible at the Harbor Bay Community Center. The Town Hall meeting would receive public input and attempt to answer the following questions, and, if appropriate, make recommendations to Council (if staff has recommendations on other ways to make what's going on more transparent, then I'm open to those as well):

- (1) To what degree is the HBI ferry imminently facing closure?
- (2) ****If**** closure is imminent, what are our options to keep it going? What sources of funds are readily available to fill the gap? Who do we have to lobby at MTC?
- (3) Even if closure is NOT imminent, what are options are there to get the ferry on stable footing? Specifically, how do we fund our ferry systems -- how much Measure B money, how much fare box, how much other funds? What about marketing the ferry to capture San Leandro-
- (4) What are the long-term plans with regards to consolidation, particularly with regards to moving the estuary-based B and G ferry system to the southside of Alameda Point? And, if moved, how can that be synchronized with the Harbor Bay ferry? Are there logistical issues there?
- (5) What is the timeframe between where we are now with respect HB ferry and where we want to be with all ferries? Is the timeframe of a duration that assisting Harbor Bay ferry now on a short-term interim basis makes sense as the long-term plan is unveiled?

Again, thank you very much for your emails. I am submitting this to our City Manager and will make sure to share my response with all of you.

Tony Daysog, Alameda City Council

Automatic message to all e-mail recipients: please excuse any mis-spellings or grammatical errors, as I use e-mail primarily as an informal means of communication. Thank you for your consideration.
- Tony Daysog

CC: <bnorton@ci.alameda.ca.us>, <lweisiger@ci.alameda.ca.us>

From: "Landis, Kate" <KLandis@NorcalMutual.com>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog, Brian.Weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Tuesday - April 12, 2005 10:58 AM
Subject: Harbor Bay Ferry

Dear Gentlepersons:

I am a registered voter and a resident of Alameda, specifically of Bay Farm Island. I am writing to request your help in keeping the Harbor Bay Island ferry service running.

I understand that this service is being threatened by the Metropolitan Transportation Commission and the City of Alameda.

It would be shortsighted and foolish to allow this ferry service to disappear. I ride it almost every day, as do many Alameda residents. It makes the commute to San Francisco bearable, rather than time-consuming, dangerous, costly, and unpleasant. Without the ferry, Bay Farm Island residents don't have a good option for getting into the city. Bart is very crowded during commute hours and the parking lot is an extremely dangerous place after dark. The bus is terribly slow and uncomfortable. Driving is, well you know what a hassle driving - and parking - is in the Bay area. Driving across the main island of Alameda to catch the Oakland Alameda ferry is very slow and adds to traffic congestion on already heavily traveled city streets.

Besides the quality of life issues, I find it absolutely infuriating that the city of Alameda would be contributing to the problem by their uneven allocation of Measure B funds between Harbor Bay ferry and Blue and Gold ferries. The residents of Bay Farm Island deserve a decent ferry just as much as the residents of the main island. Judging by the type of real estate and the resultant property taxes, I would guess Bay Farm residents are subsidizing city services for quite a few main island residents. Our two elementary schools consistently rank higher than any of the other public Alameda schools, thus increasing the averages - and thus property values - for the whole district. Judging by the police blotter in the local newspaper, I would bet our use of police and fire services is per capita much lower than the rest of the city. Basically, Bay Farm Island is a big cash cow for the rest of Alameda.

I am sure there are many solutions to the current perceived funding crisis short of cutting the service or cutting the hours and pay of the hardworking crew. I will be watching my representatives with great interest as this problem is addressed and will vote accordingly in future elections.

Thanks for your attention.

Kate R. Landis

**Re: Council Communication #7-A
4-19-05**

From: "Galbo, Evan" <Evan.Galbo@delmonte.com>
To: Frank Matarrese, Marie Gilmore, Doug DeHaan, Beverly Johnson, Tony Daysog
CC: brian.weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Tuesday - April 12, 2005 11:20 AM
Subject: ALAMEDA HARBOR BAY FERRY

This email is in reference to the Alameda Harbor Bay Maritime (HBM) Ferry. As a daily user of the ferry, I would like to show support for its CONTINUED operation. It has come to our attention that the ferry service may be discontinued which is absolutely no way to help alleviate commute woes.

My understanding is that the HBM ferry has fallen short of its required fare box revenue by about 8%. This is largely due to the four month shutdown caused by the disabled pier last summer. Instead of cancelling ferry service, we as a group and a government should address the problem, and then try to fix it. There are so many ways to help this ferry increase its revenue. For example:

- Market more effectively to surrounding East Bay areas so people know about it
- Advertise on the boat
- Share fuel cost with Oakland/Alameda ferry service. Our understanding is that the City of Alameda does not negotiate a total fuel cost which significantly increases the HBM ferry's fuel costs. This needs to change!
- Cut the 7:35pm ferry run which has very few daily commuters on it
- Give more Measure B dollars to HBM to put it on parity with the Oakland/Alameda ferry. Currently, the Oakland/Alameda ferry service receives 75% of these Measure B dollars which is unfair and of course puts the HBM ferry at a financial disadvantage
- Charge for parking
- Charge more for beverages on the ferry
- Cut admin fat costs such as getting rid of Andy Anderson and people like Ernie Sanchez.


All of the above would contribute to increased revenue for the HBM ferry. Local and State government officials should know that if the ferry service is terminated without attempting some or all of the above revenue increasing ideas, we as a daily ferry group will not relent to continue the ferry service. It is too important to us to sit quietly. As elected officials, take this to heart!

The access roads of Alameda's Harbor Bay Island are already too congested in the mornings and takes far too long just to get off the island. Surrounding BART areas are dangerous and AC Transit takes too long. The ferry service **MUST** continue.

One final note, it makes no financial sense to spend upwards of \$300k to fix the ferry pier last summer at Harbor Bay Island, have a fully landscaped and beautiful parking lot for the ferry, and then eliminate it without evoking some upper level government thinking to fix a small revenue problem. If we don't, we are no better than a third world country and their inept governments. Most of these financial issues can be solved by well-educated elected government officials who care for the welfare of their constituents. Please make us proud and prove that when times get tough, you're brave enough to step up to the plate and take on the problem head-on!

Sincerely,

Evan Galbo
Alameda resident

From: Scott Kokjer <jskokjer@pacbell.net>
To: Doug DeHaan, Frank Matarrese, Marie Gilmore, Beverly Johnson, Brian.Weinberger@sen.ca.gov, senator.perata@sen.ca.gov, Tony Daysog
Date: Monday - April 11, 2005 8:21 PM
Subject: Save the Harbor Bay Ferry
 Mime.822 (1819 bytes) [\[View\]](#) [\[Save As\]](#)

I was very dismayed to read about the future (or lack of) of the Harbor Bay Ferry. Not only is this my primary choice of commute transportation, but it has been an important fixture on Harbor Bay (where I have lived for +20 years). It is amazing to think that it was the ferry systems that saved the Bay Area during the '89 earthquake and now one of them is in jeopardy.

My thoughts on solutions to this include:

- Cut out the 7:35 P.M. run
- Increase food & drink prices
- Develop effective marketing to reach out to potential passengers beyond Harbor Bay
- Increase ticket prices (An outrageous thought, but if it helps to save the ferry, so be it!)
- Have special events. The 4th of July fireworks cruise is a huge hit (and somehow attracts mostly non-commuters). Perhaps consider a Saturday Farmer's Market run to the City; or a periodic run to a PacBell game.

As a homeowner on HBI, I believe that having the ferry within walking distance of most residents is a big attraction. As a commuter, the ferry makes my life much more tolerable.

Please help save our ferry!

From: "Marj Davies" <MDavies@esurance.com>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog, senator.perata@sen.ca.gov
CC: chess@att.net
Date: Monday - April 11, 2005 4:28 PM
Subject: Please help us save the Harbor Bay Ferry



Mime.822 (15267 bytes)

The Harbor Bay Ferry is in jeopardy. It has been brought to our attention that City Administrators are seriously considering canceling the service forever. As a regular ferry commuter and citizen of the city and county of Alameda, I am respectfully requesting you reconsider this decision.

After the dock disaster last year, our rider-ship has not returned to the level it was before. What should have taken a short period of time took months as a result of poor planning. When the dock for the Blue & Gold fleet was in need of repair, it was completed in short order. Why is it the ferry commuters on the main island are more important than Harbor Bay riders?

I also do not understand why the Measure B money is distributed the way it is? It's given to the City in a lump sum, which is then allocated between the Harbor Bay and Blue & Gold ferries. Help me to understand why **75% or more**—(half a million dollars or more) goes to Blue & Gold's West End ferry? A lot of people think that's unfair and unjustified.

I believe more effective marketing, sharing fuel costs, cutting the last run of the day, reducing the administrative load, fare increases and an increase in snack bar prices are all reasonable ways to keep the ferry going. I have taken BART and can't imagine having to trade my ferry commute for a BART commute. I've been harassed, threatened, and my tires were slashed while riding BART.

The Harbor Bay Ferry contributes tremendously to the culture and character of Alameda. It boosts property values, increasing the tax base and benefiting commuters and non-commuters alike. It increases access to the business park, which also increases the tax base. It reduces traffic congestion on the Island, in the city and on the freeways. It is the only bike-friendly commute option available. It spares the air. It is safer and quicker than BART, the bus, driving or taking the other ferry. It is invaluable when BART strikes and it was vitally important on September 11. It saves riders roughly 125 hours a year in commute time, which is better spent with their families and supporting our community. It breeds happy, sane commuters.

It is vitally important that this service continue. Please let me know what I can do to support your effort in saving the ferry.

Respectfully,
Marjorie Davies

From: "K. L. Lyde" <killyde@gmail.com>
To: Doug DeHaan
Date: Monday - April 11, 2005 4:03 PM
Subject: HARBOR BAY FERRY



Mime.822 (8112 bytes) [\[View\]](#) [\[Save As\]](#)

Council Member Dehaan:

It has come to my attention that, once again, the City of Alameda is threatening to halt Harbor Bay Ferry Service. As a concerned voter and taxpayer, I am writing to you to protest such a drastic measure.

Please consider the following benefits provided by this valuable service:


- The Harbor Bay Ferry serves the entire Alameda and Bay Area community by providing a critical alternative transbay link, helping to alleviate freeway congestion.
- The Harbor Bay Ferry service helps to reduce heavy automobile traffic on city streets during commute hours and provides a more environmentally friendly mode of transportation to and from San Francisco.
- The Harbor Bay Ferry contributes to enhanced property values (**and increased tax revenues**) while improving access to the adjacent commercial park and local businesses.
- The Harbor Bay Ferry is safe, fast and it "spares the air".
- My understanding is that the Blue and Gold fleet receives the majority of the annual allocated Measure B funding. When viewed from a community perspective, this is arbitrary and unfair. These funds should be divided more equitably.

There are many less drastic, and more reasonable ways to maintain the excellent service provided by the Harbor Bay Ferry, including eliminating the late evening run, increasing food/beverage prices, enacting appropriate fare increases, implementing a more aggressive and widespread marketing campaign to increase ridership, instituting fuel cost sharing with Blue & Gold and approving more equitable allocation of Measure B funding.

Please don't let shortsighted city officials sink a vital service that benefits all of Alameda and the Bay Area before we consider viable alternatives. Let's all work together to evaluate funding, revenue and other solutions to keep this essential community asset afloat!

Thank you for your consideration.

K. L. Lyde
65 Applegate Way
Alameda CA 94502
(510) 521-5813

From: "Lusk, Fran" <fran.lusk@lehman.com>
To: Doug DeHaan, Frank Matarrese, Marie Gilmore, Tony Daysog
Date: Monday - April 11, 2005 4:02 PM
Subject: SAVE THE HARBOR BAY FERRY!!!
 Mime.822 (6306 bytes) [\[View\]](#) [\[Save As\]](#)

Dear City council members:

We need your help again in saving our ferry. As a long time resident of Alameda I know you can understand the need to keep this ferry running. Here are just a few suggestions from regular ferry riders. Can't we implement some/all of these ideas before rushing to dump such a wonderful form of commute! I am a long time rider of this ferry. I used to work for Doric Development and was one of the employees who volunteered my time making telemarketing calls to promote usage on the Harbor Bay Ferry when it first started. We have come a long way from that time and I would hate...just hate to lose this commute option. This city is struggling to try and keep up with the times and improve itself. Do you think taking this wonderful commute option away will benefit Alameda. I don't think so! We need your support!

HELPING SOLVE THE PROBLEM: We have a tremendously well-educated and talented group of passengers, and there are a lot of other ideas floating around about what can be done to increase ticket sales, cut costs, and keep our ferry running. Among them:

- * More effective marketing: The new Ron Cowan Parkway makes it easy for San Leandro, Oakland and even Hayward residents to get to Harbor Bay--but they're not going to come if they don't know about the ferry. Some of you out there have a lot of marketing expertise, and there were some great ideas in response to the most recent questionnaire, so please pass your ideas on to our elected representatives.
- * Sharing fuel costs: Blue & Gold's per-gallon fuel costs are substantially lower than ours. It would certainly make sense for the City to negotiate a price for TOTAL fuel costs--something that is not presently done.
- * Cut the 7:35 p.m. run: Hardly anybody takes this boat. If we have to cut costs, this cut's relatively painless.
- * DON'T cut captain and crew hours: These are the people who do preventive maintenance every single day. These are the people who know the boat's quirks and keep it dependable. Hours before we stumble on in the morning to ask for a cup of coffee, and long after the last passenger of the day disembarks as well, they're cleaning this and checking that and fixing something else. It's an eight-hour job and the necessary work can't be done in six, so let's not punish the ones who are most responsible for our pleasant way of commuting. It's bad enough that they're at the bottom of the pay scale and haven't had a raise in three years. They certainly don't deserve a 25% pay cut.
- * Review Harbor Bay Maritime's administrative load on the service.

* Consider increasing food and drink prices:

THE FERRY BENEFITS US ALL: Don't forget the many benefits that keeping our ferry afloat will deliver:

* The Harbor Bay Ferry contributes tremendously to the culture and character of Alameda. Realtors will tell you that it boosts property values, increasing the tax base and benefiting commuters and non-commuters alike.

* It increases access to the business park, which also increases the tax base.

* It reduces traffic congestion on the Island and on the freeways.

* It is the only bike-friendly commute option available.

* It spares the air.

* It is safer and quicker than BART, the bus, or driving.

* It is invaluable when BART strikes and it was vitally important on September 11.

* It saves riders roughly 125 hours a year in commute time.

* It breeds happy commuters.

PLEASE HELP US SAVE THE FERRY.

Thank you!

Fran A. Lusk (McElhinney)

135 Purcell Drive

Alameda CA 94502

510-882-7794

flusk@lehman.com <mailto:flusk@lehman.com>

From: "Melissa Fairwell" <melissa@husic.com>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog, Brian.Weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Monday - April 11, 2005 3:53 PM
Subject: Harbor Bay Ferry

To all involved with the Harbor Bay Ferry:

As a resident of Harbor Bay and a ferry rider, I find the possible loss of this ferry very disruptive to my life. Part of why we purchased a home in bay colony was to count on having an easy commute in and out of San Francisco. Anyone who has taken the bus or Bart into SF, realizes what a luxurious and wonderful commuter experience it is to have the ferry. The ferry staff is all wonderful and the riders are loyal. I would be willing to do what I had to do to keep this service up and agree that advertising would greatly help increase ridership. Many people in the Bay area do not even know about the ferry, and would be interest if they knew about the free parking, and pleasant ride. As well as drinks on the way home and sweeping views.

I find the ferry such a stress free beautiful and enjoyable way home and see it as being a huge loss. The promotion of the ferry to those outside of Harbor Bay, and the tax benefits that come from riding the ferry and using commuter checks should be made known. Funding from the city should be shared between Blue & Gold fleet and Harbor Bay ferry, for we are two very spread apart communities and the two ferries are not interchangeable, each side of the island is flanked with heavy parent and commuter traffic and the island is very spread out and difficult to commute between.

Please do whatever you can to keep our harbor bay ferry service, it is a part of the community and a part of Alameda, and a vital link to San Francisco, especially in times of emergency. In my opinion the bay area should be more like Sydney, Australia where you can easily ferry around the entire Bay, the water wouldn't be such a barrier for individuals to get around, however people have to assured that it is easy, fun and doable. I know when I first went to take the ferry I wasn't sure if I would be able to find my office from the ferry building or how I would get from the ferry building to my office. Things like free transfers, free parking should be advertised and promoted. San Francisco is a hard commute and standing up on Bart is not fun, more people would be willing to take Bart if they knew more about the Ferry, which has been a secret kept by Alameda residents only.

Changes can be made to accommodate to keep this Ferry, please don't give up! Maybe the 7:30 boat can only run on Friday night, drink prices can be raised, ridership increased by a marketing campaign, funding shared with the Blue and Gold fleet.

I will be saddened to loose such a wonderful Ferry and find less value in my community with out it. Please save our ferry, and save the jobs of the ferry workers who a wonderful to see every day.

Please contact me if I can help in anyway.

Thank you for your time,

Melissa R. Fairwell

From: Akemi Allen <allen_akemi@hrp.com>
To: Doug DeHaan
Date: Monday - April 11, 2005 3:45 PM
Subject: Harbor Bay Ferry

Please do not discontinue Harbor Bay Ferry!!!

I live in Harbor Bay and commute to the City by the ferry. I absolutely can not live without it. One of the reasons we moved to Harbor Bay was the fact that it has the ferry terminal near by. Once you start taking the ferry service, you can not go back to Bart or bus. It's the most civilized way of commuting.

If it's discontinued, I may seriously think of moving out of Alameda.

Akemi Allen

From: Rhoades, Kenneth

Sent: Monday, April 11, 2005 2:34 PM

To: 'Danielle Finger'; 'bjohnson@ci.alameda.ca.us'; 'tdaysug@ci.alameda.ca.us';
'ddehann@ci.alameda.ca.us'; 'mgilmore@ci.alameda.ca.us'; 'fmatarrese@ci.alameda.ca.us';
'senaror.perata@sen.ca.gov'; 'Brian.Weinberger@sen.ca.gov'

Subject: RE: Please help us save the Harbor Bay Ferry

Honored Mayor Johnson, Alameda City Counsel, Honored Senator Perata, and Brian Weinberger

My friend Danielle has brought to my attention how the Harbor Bay Ferry is in jeopardy of being no more. With this news I am writing to ask your support to do everything possible to save this wonderful service. In return, I will do my best to get the word out to others about how grand a commute this service offers so that we can boost ridership.

I think there are others out there who have the affliction that I suffer and I would like to take a moment to tell you about. I suffer from severe panic disorder and am unable to tolerate our bridges as a result. I rotate between both ferry services available to us as the only way I can get to my place of employment in San Francisco from my home in Alameda. I fear if one of these two ferry services were to go under, the other may be at risk of the same fate. If that were to happen, then I, and I'm sure others, would have no way to get to our place of work. The ferries are important to us and there are many good reasons why others should be encouraged to take advantage of this marvelous way to commute.

Thanks

Ken

From: "Cvitanovic, Steven" <scvitanovic@HBBLAW.com>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog
CC: Brian.Weinberger@sen.ca.gov
Date: Monday - April 11, 2005 2:31 PM
Subject: Harbor Bay Ferry



Dear Ms. Mayor and Alameda Counsel Members:

Those of us lucky enough to live in Harbor Bay are terrified that the Harbor Bay Ferry will be discontinued. The ferry plays a large role in the lives of many Harbor Bay residents. We have heard that the ferry has not met MTC revenue goals and that labor costs are high.

These issues can be overcome with your collective efforts. In fact, I am not convinced these are even genuine "issues" and am of the suspicion like many riders that some faction within the city just wants to end the service.

The ferry is rarely if ever advertised and ridership will not drop off with a 25 cent or 50 fare increase. If some money was spent on marketing the ferry there is no doubt that it would meet or exceed MTC revenue guidelines.

If you put forward your best efforts and offer creative solutions, the ferry can not only be saved, but expanded. Have you considered that ridership is low because it is only a "commuter" ferry? I have always been a proponent of expanding ferry service and think if it is expanded and marketed better, it will be a success.

As a member of your constituency, I am entitled to know your position on Harbor Bay Ferry. I have attached my e-mail to Senator Perata. I look forward to your response.

Sincerely,

Steven M. Cvitanovic

From: "Lyde, Charles" <CLyde@NorcalMutual.com>
To: Doug DeHaan
Date: Monday - April 11, 2005 2:16 PM
Subject: Harbor Bay Ferry Service

Dear Councilmember:

Recently there has been significant media attention directed toward the continued viability of the Harbor Bay Ferry Service. It appears that some misinformed or short-sighted City administrators are considering canceling this vital community asset. I am writing to you as a concerned voter and taxpayer to protest such a drastic measure.

Please consider the following benefits provided by this valuable service:

- * Like the Blue & Gold ferry on the West End, the Harbor Bay Ferry serves the entire Alameda and Bay Area community by providing a critical alternative transbay link, thereby alleviating overall freeway congestion.
- * The Harbor Bay Ferry service helps to reduce heavy automobile traffic on city streets during commute hours and provides a more environmentally friendly mode of transportation to and from San Francisco. And, with gasoline prices continually rising, ferry ridership should continue to increase.
- * The Harbor Bay Ferry contributes to enhanced property values in the area (and increases tax revenues) while improving access to the adjacent commercial park and local businesses.
- * The Harbor Bay Ferry is safe, fast and it encourages eco-friendly bicycle riders to use public transportation.
- * Finally, it is my understanding that the Blue and Gold fleet receives the majority of the annual allocated Measure B funding. When viewed from a community perspective, this is arbitrary and inequitable. Please consider splitting the funding on at least a 50-50 basis.

There are many less drastic, and more reasonable ways to maintain the excellent service provided by the Harbor Bay Ferry, including eliminating the late evening run, increasing food/beverage prices, enacting appropriate fare increases, implementing a more aggressive and widespread marketing campaign to increase ridership, instituting fuel cost sharing with Blue & Gold and approving more equitable allocation of Measure B funding.

Please don't let shortsighted city officials sink a vital service that benefits all of Alameda and the Bay Area before we consider viable alternatives. Let's all work together to evaluate funding, revenue and other solutions to keep this essential community asset afloat!

Sincerely,

Charles K. Lyde
Alameda, CA

From: <Jane_Pennington@ajg.com>
To: Doug DeHaan
Date: Monday - April 11, 2005 1:52 PM
Subject: Harbor Bay Ferry

Dear City Counsel Member,

As a long time/full time ferry rider I am writing to plead my case for keeping our ferry service alive. Below are some of the ideas we have for solving the funding issues. I am very confused as to why more than 75% of money the City allocates between The Harbor Bar and the Blue & Gold ferries, is sent to the Blue & Gold ferry. Ideas for helping to solve the problem:

- * More effective marketing: The new Ron Cowan Parkway makes it easy for San Leandro, Oakland and even Hayward residents to get to Harbor Bay--but they're not going to come if they don't know about the ferry. Some of you out there have a lot of marketing expertise, and there were some great ideas in response to the most recent questionnaire, so please pass your ideas on to our elected representatives.
- * Sharing fuel costs: Blue & Gold's per-gallon fuel costs are substantially lower than ours. It would certainly make sense for the City to negotiate a price for TOTAL fuel costs--something that is not presently done.
- * Cut the 7:35 p.m. run: Hardly anybody takes this boat. If we have to cut costs, this cut's relatively painless.
- * DON'T cut captain and crew hours: These are the people who do preventive maintenance every single day. These are the people who know the boat's quirks and keep it dependable. Hours before we stumble on in the morning to ask for a cup of coffee, and long after the last passenger of the day disembarks as well, they're cleaning this and checking that and fixing something else. It's an eight-hour job and the necessary work can't be done in six, so let's not punish the ones who are most responsible for our pleasant way of commuting. It's bad enough that they're at the bottom of the pay scale and haven't had a raise in three years. They certainly don't deserve a 25% pay cut.
- * Review Harbor Bay Maritime's administrative load on the service.
- * Consider increasing food and drink prices: A call to Sinbad's confirmed that they charge \$7.00 for a glass of wine. Other places at the Ferry Building charge more. Would you be willing to pay a bit more for a drink on the ferry?

This ferry benefits not only the residents of Bay Farm Island, but also residents from other parts of our fair city and residents from other communities. Please consider the many benefits that keeping our ferry afloat will deliver.

- * The Harbor Bay Ferry contributes tremendously to the culture and character of Alameda. Realtors will tell you that it boosts property values, increasing the tax base and benefiting commuters and non-commuters alike.
- * It increases access to the business park, which also increases the tax base.
- * It reduces traffic congestion on the Island and on the freeways.
- * It is the only bike-friendly commute option available.
- * It saves the air.
- * It is safer and quicker than BART, the bus, or driving.
- * It is invaluable when BART strikes and it was vitally important on September 11.
- * It saves riders roughly 125 hours a year in commute time.
- * It breeds happy commuters.

Please, please, please don't even consider discontinuing our ferry service.

Jane W. Pennington

From: "JCM" <jcmorris@wolfecommercial.com>
To: Tony Daysog, Marie Gilmore, Frank Matarrese, Doug DeHaan, Beverly Johnson, Brian.Weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Monday - April 11, 2005 1:09 PM
Subject: HBF - Alameda, California

When I was growing up I always wanted to travel to work by boat. That dream became a reality when I moved to Alameda. To keep this special means of transportation a reality for Bay Farm and Central to East End commuter residents, you must save the Harbor Bay Ferry. I acknowledge that Alameda officials are working hard to improve the lifestyle we enjoy overall and I appreciate it. Losing the ferry would be a major set-back.

Three reasons I do not consider the Blue and Gold Ferry a fair alternative: (1) wasted TIME (an additional 20 minutes a day translates into another 83 hours per year); (2) increased GAS cost (over \$312 per year) driving across the island; (3) my car was stolen from the West End parking lot in 2002 due to poor security.

As a resident of Alameda, I urge you to do whatever is necessary to raise sufficient funds for Harbor Bay Ferry program.

John-Clay Morris
Fernside Boulevard - Alameda Resident

From: "Ho, Joe, Ph.D." <HoJX@sutterhealth.org>
To: 'mgilmore@ci.alameda.ca.us', 'Brian.Weinberger@sen.ca.gov',
'ddehaan@ci.alameda.ca.us', 'tdaysog@ci.alameda.ca.us',
'bjohnson@ci.alameda.ca.us'
CC: 'fmatarrese@ci.alameda.ca.gov', 'ussenator.perata@sen.ca.gov'
Date: Monday - April 11, 2005 11:30 AM
Subject: Please help us save the Harbor Bay Ferry

Please help save the Harbor Bay Ferry!

- * **More effective marketing:** The new Ron Cowan Parkway makes it easy for San Leandro, Oakland and even Hayward residents to get to Harbor Bay--but they're not going to come if they don't know about the ferry.
- * **Sharing fuel costs:** Blue & Gold's per-gallon fuel costs are substantially lower than ours. It would certainly make sense for the City to negotiate a price for TOTAL fuel costs--something that is not presently done.
- * **Review Harbor Bay Maritime's administrative load** on the service.
- * **Consider increasing food and drink prices:** A call to Sinbad's confirmed that they charge \$7.00 for a glass of wine. Other places at the Ferry Building charge more. Would you be willing to pay a bit more for a drink on the ferry?
- * We will accept sharing the **fair increase**.

THE FERRY BENEFITS INCLUDING:

- * The Harbor Bay Ferry contributes tremendously to the culture and character of Alameda. Realtors will tell you that it **boosts property values, increasing the tax base** and benefiting commuters and non-commuters alike.
- * It **increases access** to the business park, which also increases the tax base.
- * It **reduces traffic congestion** on the Island and on the freeways.
- * It is the only **bike-friendly** commute option available.
- * It **saves the air**.
- * It is **safer** and **quicker** than BART, the bus, or driving.
- * It is invaluable when **BART strikes** and it was vitally important on **September 11**.
- * It saves riders roughly **125 hours a year** in commute time.
- * It **breeds happy commuters**.
- * It **increases the business and cultural activities** between San Francisco and Alameda.
- * It **attracts more travelers to come to visit Alameda** from San Francisco.
- * It **stabilizes the Alameda residents to reside in Alameda**. Without Ferry's convenience, some residents may consider to leave Alameda.

Please keep the Harbor Bay Ferry!

Many thanks!

Joe Ho, Ph.D.

From: "leslie" <ldfrmc@alamedanet.net>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog, brian.weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Monday - April 11, 2005 11:14 AM
Subject: Harbor Bay Maritime Ferry Service in Alameda

Mayor Johnson, City Councilmembers and Senator Perata,

I moved to Harbor Bay Isle community 24 years ago because the city of Alameda, my community and ferry service offered the type of living I felt was right, healthy and prosperous. I still do.

There is less congestion, traffic, pollution, a growing tax base from development of the HBI business park, faster, cleaner, less stressful and safer commuter service by boat – the Harbor Bay Maritime ferry.

The Harbor Bay Maritime ferry must be subsidized equally from measure B funds with west end ferry service. The city's neglect, then long delay in dock repairs cut ticket revenues and MTC funding this past year.

There are ways the city can continue and grow this vital service. Negotiate fuel costs equally for Harbor Bay Maritime and west end ferries. Market this commuter alternative to freeway users in adjoining communities and boost ridership. Eliminate the last evening run at 7:35 PM.

The Harbor Bay Maritime ferry service makes the Business Park and the city's tax base grow. It makes the city an attractive place to live and work, and traffic and air pollution manageable. You must continue to preserve property values and the city's tax base by this commuter service.

It does not make sense for an island city on the San Francisco bay to turn its back on progress and a healthy future by eliminating ferry service. Do not cut this vital economic service in Alameda.

Leslie DeFacio

From: Hong, Darcy
Sent: Monday, April 11, 2005 11:12 AM
To: 'bjohnson@ci.alameda.ca.us'; 'tdaysog@ci.alameda.ca.us'; 'ddehaan@ci.alameda.ca.us'; 'mgilmore@ci.alameda.ca.us'; 'Brian.Weinberger@sen.ca.gov'
Cc: 'fmatarrese@ci.alameda.ca.gov'; 'ussenator.perata@sen.ca.gov'
Subject: Please help us save the Harbor Bay Ferry

Dear Madams and Sirs,

Please help save the Harbor Bay Ferry!

- * **More effective marketing:** The new Ron Cowan Parkway makes it easy for San Leandro, Oakland and even Hayward residents to get to Harbor Bay--but they're not going to come if they don't know about the ferry.
- * **Sharing fuel costs:** Blue & Gold's per-gallon fuel costs are substantially lower than ours. It would certainly make sense for the City to negotiate a price for TOTAL fuel costs--something that is not presently done.
- * **Review Harbor Bay Maritime's administrative load** on the service.
- * **Consider increasing food and drink prices:** A call to Sinbad's confirmed that they charge \$7.00 for a glass of wine. Other places at the Ferry Building charge more. Would you be willing to pay a bit more for a drink on the ferry?
- * We will accept sharing the **fair increase**.

THE FERRY BENEFITS INCLUDING:

- * The Harbor Bay Ferry contributes tremendously to the culture and character of Alameda. Realtors will tell you that it **boosts property values, increasing the tax base** and benefiting commuters and non-commuters alike.
- * It **increases access** to the business park, which also increases the tax base.
- * It **reduces traffic congestion** on the Island and on the freeways.
- * It is the only **bike-friendly** commute option available.
- * It **saves the air**.
- * It is **safer** and **quicker** than BART, the bus, or driving.
- * It is invaluable when **BART strikes** and it was vitally important on **September 11**.
- * It saves riders roughly **125 hours a year** in commute time.
- * It **breeds happy commuters**.
- * It **increase the business and cultural activities** between San Francisco and Alameda.
- * It **attracts more travelers to come to visit Alameda** from San Francisco.
- * It **stabilizes the Alameda residents to reside in Alameda**. Without Ferry's convenience, some residents may consider to leave Alameda.

Please keep the Harbor Bay Ferry!

Many thanks!
Darcy Hong

From: "Susan Fornoff" <susan@GottaGoGolf.com>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog
Date: Monday - April 11, 2005 11:07 AM
Subject: alameda harbor bay ferry

Mayor and City Council:

Please make every effort to maintain ferry service at Harbor Bay. It has been a difficult two years for all of us, with the main boat out of service for much of 2003 with engine trouble and then the dock fiasco of 2004 (I won't ask why, really, that took so long, but, surely you cannot blame the riders). We now need to concentrate our efforts on building reliability so that we can lure commuters out of their cars, and surely a committee of ferry riders could be formed to come up with ideas for marketing the ferry as an environmentally correct (and, with the price of gas ever rising, economically promising) alternative to driving across the Bay Bridge.

Cuts are NOT the way to accomplish this. Many of us in the committee have bit the bullet for schools that we do not use, and for a hospital that we do not use, because some services are considered to be for the greater good. This is true of the ferry, as well, and perhaps we should consider sharing the benefits we provide children and seniors with hard-working professionals who spend money in our city; if we're voting on a new school parcel tax, why not add on \$1 for the ferry? With no ferry here, I frankly would consider selling my house and letting our buyers have the privilege of paying our taxes.

I am sure there are other ways to support the Harbor Bay ferry, and in fact, it was my understanding that service would increase to link to other bay lines as a result of the bridge tax hikes the voters approved last year to fund mass transit in the Bay Area. Now is not the time to reduce the options of commuters.

Thank you for your attention.
Susan Fornoff

Print View

From: "Kathleen Gardner" <ktgardner@comcast.net>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog, brian.weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Monday - April 11, 2005 10:58 AM
Subject: Harbor Bay Ferry

As both a homeowner/resident of Harbor Bay in Alameda and a daily Harbor Bay Ferry user we are concerned about recent events that could permanently interrupt service to and from San Francisco. We have been advised that the MTC is considering terminating its funding for this transportation service which will ultimately be the demise of this commuting option if this measure is taken. This is an alarming consideration given Harbor Bay property values provide a enormous tax base that will continue to hold strong given such advantages as having a ferry at this end of the island. Other neighboring communities as well as businesses also benefit from having this commuting alternative.

The MTC cited low ridership and into its calculation it factored a 4 month ferry absence due to dock repair work which was not really a ridership issue. How can an anomaly such as this be used to determine funding? The city of Alameda should also reexamine its allocation of Measure B funds and determine an equitable distribution between the two ferry systems. A variety of other revenue and expense options exist (such as increasing fares, discontinuing inefficient runs, lowering overhead, using economies of scale to purchase fuel, etc.) and should be fully entertained before this can be considered a "sinking ship" .

Given the continuing escalation of fuel prices and deterioration of air quality, how can terminating viable alternatives such a ferry transportation even be considered? It is an enjoyable, safe and efficient mode of transportation. Let's put our heads together and keep our ferry afloat.

John and Kathleen Gardner

As a long-time HARbor Bay ferry rider, I'm writing to plead with you to keep our ferry afloat. I've been riding this ferry continuously since it's inception as a part-time service funded by Ron Cowan. In those years we've been through many challenges - availability of boats, weather, breakdowns, and most of all continued funding battles. Through it all - if the ferry is running, I'm there.

From: "Cathy Getman" <cathy_getman@aesbrokers.com>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Frank Matarrese, Tony Daysog, Brian.Weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Monday - April 11, 2005 10:40 AM
Subject: Harbor Bay Ferry

This is hands-down the most pleasant and safest commute in the Bay Area - with the best ferry crew and a great community of my friends and neighbors. If the HBF discontinued running, I would have to take BART, which would mean driving my car to Fruitvale, thereby adding to our environmental problems and using more gas. Plus, with BART I have safety concerns for myself and my vehicle. (Before the ferry, I used BART and had my car vandalized twice at Fruitvale).

The HBF and crew have been there for us after the '87 earthquake, on 9/11, during the BART strike, AC Transit service reductions - and every day when the bridge is congested and backed up. With the Bay Bridge construction problems, and the aging of BART, isn't it a good idea to have this transit option?

In addition to the commute advantages, the HBF is a draw for those living in and buying homes in Harbor Bay and Alameda. I bet it contributes to our rising property values and city tax base.

The best way to make the HBF more cost efficient is to increase the ridership. Ridership will increase with effective marketing and reliable service. Why has the HBF always been such a Harbor Bay secret? I never see it listed or advertised like the Blue & Gold service. We need to get the word out to more Alameda, San Leandro, and Oakland residents, plus the Harbor Bay Parkway businesses. Then, to maintain ridership, the ferry must be reliable. That means having good, consistent preventative maintenance and a back-up plan in case of breakdown.

As to the costs to run the ferry, there has to be a way to save on fuel and administrative costs. I don't think crew cuts or changes is the answer. Our crew is fabulous and very hard working. They deserve to make a living too.

I know this is a difficult time in city, county and state funding, but please, please work with the MTC, Harbor Bay Maritime, and the riders to keep our ferry afloat!

Thank you,

Catherine A Getman

From: Bill McConnell <Bill.McConnell@sfdph.org>
To: Doug DeHaan
Date: Monday - April 11, 2005 10:39 AM
Subject: Harbor Bay Ferry

Mayor Councilmember deHann:

I respectfully request that you do everything possible to preserve the Harbor Bay Ferry. I am a 22 year resident of Bay Farm Island. I have lived t]here through a large part of the development and seen the congestion increase. The morning commute problem of getting off the Island has grown steadily over the last several years. A major factor is the increasingly large number of parents who make the unsound health and environmental choice to drive their kids to school. Anything which increases the traffic load on Island Drive will create a major problem. Other issues that greatly concern me:

The inequitable allocation of Measure B funds to the Blue and Gold West End Ferry vs. the Harbor Bay Ferry.

The lack of Marketing for this service. I can't remember ever seeing promotional material.

The issue of home values. One of your first responsibilities is to preserve the value of the largest investment of most of your citizens.

SAFETY: There are only two ways on and off of Bay Farm. The Ferry creates a third and critical alternative in the event of a major disaster. While there is fire station there is no police substation.

Thanks for your consideration.

Bill McConnell

From: "Roger McClure" <hsphoto-1@alamedanet.net>
To: Beverly Johnson, Doug DeHaan, Marie Gilmore, Tony Daysog,
brian.weinberger@sen.ca.gov, senator.perata@sen.ca.gov,
fmatarrese@alameda.ca.us
Date: Monday - April 11, 2005 10:28 AM
Subject: Do Not Stop the Harbor Bay Maritime Ferry Service

Mayor Johnson, City Council Members, Senators Perata & Weinberger,

As a rider of the Harbor Bay Ferry Service from the beginning of service, I cannot believe that stopping service is once again being considered. This service is vital in light of current traffic conditions on highway 880 the Bay Bridge and the local traffic on Alameda City Streets during commute hours. Getting on and off the Island by car during busy traffic times is already a frustrating experience and must not be made worse. You must do everything possible to continue the Harbor Bay Maritime service.

The Harbor Bay Maritime service must be subsidized equally from measure "B" funds with the west end ferry service. The neglect of dock maintenance and the long delay in dock repairs cut ticket revenues this past year. I am sure you can find ways of continuing this service and sources of funding. If ridership is an issue, market the ferry service as an alternative to commuters in neighboring communities.

Alternative transit service to BART has also been degraded in the past year with a combination AC-bus to BART to San Francisco transit time taking as long as one hour and fifteen minutes. That is over twice as long as the Harbor Bay Maritime Ferry Service to San Francisco. Eliminating the ferry service will have a negative impact on property values in Alameda and the overall desirability of Alameda. Do not cut this vital service to Alameda.

Roger McClure
Alameda, CA 94502

From: Natalie Sullivan <nataliegsullivan@yahoo.com>
To: senator.perata@sen.ca.gov
CC: Frank Matarrese, Marie Gilmore, Beverly Johnson, Tony Daysog,
Brian.Weinberger@sen.ca.gov, Doug DeHaan
Date: Monday - April 11, 2005 10:28 AM
Subject: Harbor Bay Ferry

Please help us keep the Harbor Bay Ferry running.
Whatever it takes I am sure we can all work together
to ensure the continuation of this vital and safe mode
of transportation for people living on Alameda's east
end, Bay Farm Island, and beyond.

Whether we increase the fare, drink & food prices, cut
one of the runs, share fuel costs with Blue & Gold or
any combination of solutions, there is no need to
cancel this service.

Thank you in advance for your immediate attention and
assistance in this important matter.

Natalie Sullivan

From: "Margaret Rosen" <margaret_rosen@sbcglobal.net>
To: Doug DeHaan
Date: Monday - April 11, 2005 10:23 AM
Subject: Harbor Bay Ferry

Count me in as a daily Harbor Bay Ferry user who wants to be sure the ferry runs continue. It's the best commute there is!

As I understand it, the Blue & Gold fleet from the West End has always received the lion's share of the funding; please consider allocating the funding a little more equally. I also believe that we are being penalized unfairly this year for not meeting the 40% of revenues from ticket sales: it's hard to take the ferry when it was unavailable for three months due to the dock being out of commission.

Please consider other cost-cutting or revenue-enhancing measures (such as sharing fuel costs with the Blue & Gold fleet, and marketing to increase ridership from areas outside of Alameda) rather than eliminating the ferry. BART is an unacceptable alternative from Harbor Bay; taking the bus to BART and then BART into San Francisco takes twice as long as the ferry and it's more expensive. AC Transit puts me into rush-hour freeway traffic. The ferry is so much nicer!

Thank you for your attention.

Margaret Rosen

From: "Marshall, Dennis H" <dmarshall@kbhktv.com>
To: Doug DeHaan
Date: Monday - April 11, 2005 9:36 AM
Subject: Harbor Bay Ferry

As a ten-year resident of Alameda, I strongly urge you to oppose any effort to cancel the Harbor Bay Ferry Service.

I work in the financial district, and I assure you that the ferry was one of the major reasons I chose to live in Alameda and Bay Farm Island. In the years since, two co-workers have moved from San Francisco to Bay Farm Island in no small part because of the ferry service.

It's a unique benefit our community can offer and, I believe, ultimately increases property value and our tax base.

Sincerely,

Dennis Marshall

From: "Becky Cachia-Riedl" <bcr@hassard.com>
To: senator.perata@sen.ca.gov, Brian.Weinberger@sen.ca.gov
CC: Marie Gilmore, Doug DeHaan, Tony Daysog, Frank Matarrese, Beverly Johnson
Date: Monday - April 11, 2005 9:16 AM
Subject: Please help save Alameda's Harbor Bay Ferry

I take the Harbor Bay Ferry because it is safe, convenient and a most pleasant experience. Please do more to increase ridership and services, rather than eliminating the Ferry altogether. There must be more we can do to increase ridership!

I have been riding the Ferry ever since I moved to Alameda 3 years ago, and find it enhances the quality of life in Harbor Bay. How wonderful it is to travel across the bay every morning and evening traffic-free! Sunsets, sunrises, conversation with the regulars, friendly staff and the occasional sea lion! On busy days at work, I even get a little bit of work done during the 25 minute ride.

It is true the Ferry has lost ridership due to past events beyond the service's control. I remember when the engines broke down and we were riding buses (provided by the service) into the city. But now, the Ferry has a backup boat which has eliminated lengthy breaks in service. Unfortunately, the backup boat was of no use when the Harbor Bay dock was damaged. While I question why more wasn't done by the city to make temporary arrangements at an alternative dock (say at Coast Guard Island or at Alameda Gateway), our dock has been repaired and designed to stronger specifications. The backup boat and repaired dock are improvements that should be taken into account in assessing the Ferry's ability to provide better services in the future.

Eliminating Ferry services will eliminate the benefits of this wonderful public resource. Please help save our Ferry. It's good for the environment and it's good for our community.

* The Harbor Bay Ferry contributes tremendously to the culture and character of Alameda. Realtors will tell you that it **boosts property values, increasing the tax base** and benefiting commuters and non-commuters alike.

* It **increases access** to the business park, which also increases the tax base.

* It **reduces traffic congestion** on the Island and on the freeways.

* It is the only **bike-friendly** commute option available.

* It **saves the air**.

* It is **safer** and **quicker** than BART, the bus, or driving.

* It is invaluable when **BART strikes** and it was vitally important on **September 11**.

* It saves riders roughly **125 hours a year** in commute time.

* It breeds happy commuters.

Becky Cachia-Riedl

From: "David W. Fritz" <dfritz@hlmx.com>

To: Doug DeHaan

Date: Monday - April 11, 2005 8:58 AM

Subject: Save the BFI Ferry.

To the Council Members: If it is at all possible to save the BFI Ferry I recommend it be saved.

I am willing to pay more for both the fare and food and beverage service

Dave Fritz

From: "Orla-bukowski, John" <John.Orla-bukowski@Schwab.com>
To: Doug DeHaan, Marie Gilmore, Beverly Johnson, Brian.Weinberger@sen.ca.gov, ussenator.perata@sen.ca.gov, fmatarrese@ci.alameda.ca, Tony Daysog
Date: Monday - April 11, 2005 8:26 AM
Subject: Please keep the Harbor Bay Ferry running

Good morning,

It's come to my attention that the City Council of Alameda is considering cancelling the Harbor Bay Ferry service. If this is true, I respectfully ask for your help and support to continue this valuable Ferry service.

As a daily HB Ferry rider for more than 7 years, I can honestly say that this Ferry service makes a dramatic impact on the quality of my life and ultimately, the lives of many more Alameda County residents.

Here are some of the ways that this Ferry service benefits us all:

- * The Harbor Bay Ferry contributes tremendously to the culture and character of Alameda. Realtors will tell you that it **boosts property values, increasing the tax base** and benefiting commuters and non-commuters alike.
- * It **increases access** to the business park, which also increases the tax base.
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- * It is the only **bike-friendly** commute option available.

It saves riders roughly **125 hours a year** in commute time.

- * It **saves the air**.
- * It is **safer** and **quicker** than BART, the bus, or driving.
- * It is invaluable when **BART strikes** and it was vitally important on **September 11**.

IF there are problems with nature and scope of funding this service, we submit that these funding issues should be addressed and remediated, rather than cancelling the HB Ferry service. Here are just a few suggestions:

More effective marketing: The new Ron Cowan Parkway makes it easy for San Leandro, Oakland and even Hayward residents to get to Harbor Bay--but they're not going to come if they don't know about the ferry. Some of you out there have a lot of marketing expertise, and there were some great ideas in response to the most recent questionnaire, so please pass your ideas on to our elected representatives.

* **Sharing fuel costs:** Blue & Gold's per-gallon fuel costs are substantially lower than ours. It would certainly make sense for the City to negotiate a price for TOTAL fuel costs--something that is not presently done.

* **Cut the 7:35 p.m. run:** Hardly anybody takes this boat. If we have to cut costs, this cut's relatively painless.

* **DON'T cut captain and crew hours:** These are the people who do preventive maintenance every single day. These are the people who know the boat's quirks and keep it dependable. Hours before we stumble on in the morning to ask for a cup of

coffee, and long after the last passenger of the day disembarks as well, they're cleaning this and checking that and fixing something else. It's an eight-hour job and the necessary work can't be done in six, so let's not punish the ones who are most responsible for our pleasant way of commuting.

* **Review Harbor Bay Maritime's administrative load** on the service.

* **Consider increasing food and drink prices:** A call to Sinbad's confirmed that they charge \$7.00 for a glass of wine. Other places at the Ferry Building charge more. Would you be willing to pay a bit more for a drink on the ferry?

Thanks in advance for your consideration and time,

Sincerely,

John Orla-Bukowski

From: Dennis Smith <dennispsmith@yahoo.com>
To: Doug DeHaan, Frank Matarrese, Marie Gilmore, Beverly Johnson,
Brian.Weinberger@sen.ca.gov, senator.perata@sen.ca.gov, Tony Daysog
CC: beckde@mindspring.com
Date: Monday - April 11, 2005 8:10 AM
Subject: What makes me an Alamedan

My alarm goes off each weekday at 5:55am. I gather my things, kiss my sleeping wife and 2 year old goodbye, and head out to the garage to retrieve my bicycle. Pedaling from my home on the corner of Madison & Court, I first head East to a short jaunt up Fernside. As I cross the Bay Farm Island Bridge, I catch the morning light coming over the Oakland hills to my left. A tight 90 degree right turn has me heading along the Shoreline Path. A calm (sometimes not) headwind provides some much-needed additional exercise until a near buttonhook turn has me heading southeast, and the ferry comes into view. I greet the crew as I board, secure my bike, pay for my coffee and occasional pastry, and head out to the second deck and watch as the sun appears.

Leaving the madness at work, I catch either the 5:35 or 6:35. I am again back on the second deck watching the sun, but this time sipping an Anchor Steam. As the too-short 25 minute ride winds down, I head down to the first deck to retrieve my transportation. I see awaiting families waving to us as we sidle up to the dock. Exiting the bridge, the same wind that gave me exercise in the morning will push me along the path as I head home. Another perfect day.

Please save the Harbor Bay Ferry.

Print View

From: "Mariella D." <moda02@hotmail.com>
To: Frank Matarrese, Doug DeHaan, Marie Gilmore, Beverly Johnson, Tony Daysog, Brian.Weinberger@sen.ca.gov, senator.perata@sen.ca.gov
Date: Monday - April 11, 2005 8:00 AM
Subject: Harbor Bay Ferry

To Mr Perata and Alameda City Council Members,
This is to petition you to help save the Harbor Bay Ferry. I am a daily commuter, and the ferry is a very useful and convenient way to get to San Francisco. With all the traffic, congestion, air pollution, and gas prices, many of us value our ability to use the ferry. The ferry across Alameda is just not a comparable option, as it stil requires a 20-minute plus drive to and from the ferry, and therefore loses it option as a gas-saving, timely commute.

Last years dock problems may have caused a drop in ridership, but there are still many people who rely on the ferry. Taking the 7:35 boat off would be fine for most of us, even though we do rely on it from time to time.

I urge you to please consider our requests to see what can be done to save the ferry. I think ridership would increase if there was better marketing - ie usage for the airport for example - a convenient hassle-free way to get from the Oakland Airport to downtown SF without driving, paying for a cab or dealing w/bart escalators, crowds, etc. Also raising prices for food and drink on the boat is something most riders would deal with.

Thank you for your consideration.

From: Mike Galvin <mike@flyzephyr.com>
To: Doug DeHaan
Date: Monday - April 11, 2005 7:39 AM
Subject: Save the Harbor Bay Ferry

Dear Councilman Dehaan:

I am writing to express my concern about the possible elimination of the Harbor Bay Ferry. I have ridden the ferry nearly everyday for the past twelve years. It is one of the principal reasons why I live in Alameda.

The elimination of this service would not only work a personal hardship on me but would also be a blow to the community at large. I urge you to consider all options for preserving this valuable asset.

Michael Galvin

From: "T&E Lee" <filoli_1@hotmail.com>
To:
Date: Sunday - April 10, 2005 11:43 PM
Subject: Save the Alameda Harbor Bay Ferry

Dear Sir/Madam,

I have been a resident of Alameda for the last 13 years and work in downtown San Francisco. I am truly a believer in using PUBLIC TRANSPORTATION. I rely on the convenience, safety, and comfort of the Harbor Bay Ferry every day as I go to work. It is by far the best form of public transportation from Alameda. I have taken the ferry even when I lived on the main island as well as in Harbor Bay.

Only when more flexibility is required in traveling times, I feel forced to take BART which actually costs 33% more (\$2.60) more because of the driving costs and additional MUNI transfers. Also BART parking lots are unsafe and your chance of getting a seat is 1 per 5 times. I have had my registration sticker and license plates stolen from there THREE TIMES. BART is a last resort commute option for me. Also the AC transit buses take much longer in travel time to AND from SF- that adds about 30 minutes total commute time to each day! My commute SF financial district is 40 minutes each way.

If raising costs are needed to keep the ferry running, I am all FOR IT! The costs of the ferry tickets are not that much when you compare to the other forms. Also reduce the 7:30 pm run. Can we add some transit tax to the City. Also why isn't the Harbor Bay Ferry getting an equal share of the money as Alameda Oakland Ferry gets? Please put your heads together and come up with something.

Also since I live in Harbor Bay, I do not have to drive and contribute to the driving pollution and traffic to Fruitvale or West Oakland BART stations. There are already TOO MANY cars on the 880 and the Fruitvale parking lots are full by 7:15 a.m. forcing me to drive all the way to West Oakland and fork out another \$6 for parking.

I plead with you to please help to keep our ferry service. We have loyal riders here and lots of professional people that commute to SF. The ferry riders have created a wonderful sense of community that all riders know and love. It is so beautiful to ride in the SF bay and see the sunset every day and smell the fresh air. That is one of the reasons I live in Harbor Bay in Alameda.

Why should we SAVE the ferry?

SAFER, FASTER COMMUTE TIMES, LESS DRIVERS ON THE ROADS, BEAUTIFUL COMMUTE, GREAT ASSET TO PROPERTIES IN HARBOR BAY AND ALAMEDA EAST END, BIKE FRIENDLY.

Thanks for your consideration and hope you can do something to help us keep the Alameda Harbor Bay Ferry in Service.

Elaine and Tony Lee

From: "Tom Krysiak" <TKrysiak@sharperimage.com>
To: Doug DeHaan
Date: Saturday - April 9, 2005 10:41 PM
Subject: We must save the HB Ferry!

I am a resident of Harbor Bay and a devoted HB Ferry rider. This service must be saved to preserve a truly unique aspect of life in HBI Alameda. It's obviously environmentally responsible and (selfishly) one of the real beautiful reasons why I've moved to Alameda 18 years ago. Please help us keep this fabulous treasure. We certainly can withstand higher beverage costs and nominal fare increases. I echo the sentiments of many fellow riders who believe the 7:30PM run can be eliminated. You must help spearhead a marketing effort to sell the service to other possible commuters in San Leandro and Hayward. Please make it your legacy to save this essential service. We all know that we now must keep more people out of their cars and give them viable public transportation options! Keeping the HB Ferry is one of the best ways to keep the momentum on this essential issue going.

Thank you for attending to this urgent matter.

Regards,

Tom Krysiak

CURRENT APPLICATIONS
GOLF COMMISSION
THREE (3) VACANCIES

Beverly F. Blatt

Bill Boscacci

Susan J. Fornoff

Ray A. Gaul

Arthur R. "Ray" Huntly

Stephen Wm. Kling

James Leach

James Mills

Paul D. Mountain

Thomas V. Reilly

Richard B. Robison

Bill T. Schmitz

Svend Svendson

William (Al) A. Wagner

Paul Weir

Dan C. Westerlin

CURRENT APPLICATIONS
HOUSING AND BUILDING CODE HEARING AND APPEALS BOARD
ONE (1) VACANCY
Term expiring June 30, 2006

Raymond E. O'Loan

James A. Price

David A. Solis